Mr. FOLEY: The amendment would have his opposition because it would work an undue hardship on the employee. If an injured man was about to leave for the Eastern States to secure treatment by a specialist he would not know how long he was likely to be incapacitated, and it would be a hardship for an employer to say he should accept a lump sum at that stage.

Mr. GEORGE: The Attorney General had explained that paragraph 16 gave the court power and if an employer was brought before the court the onus was on him to prove that payment of a lump sum would be just and equitable.

Mr. MUNSIE: In nine out of ten cases where this paragraph would be availed of by an employee it would be where he had met with an accident that necessitated him leaving the State almost immediately. If the amendment was carried it would prevent him from going away to secure medical treatment until the court decided whether he could get a lump sum or not, and in any case he would have to wait three months.

Progress reported.

BILLS (2)—RETURNED FROM THE COUNCIL.

1, Agricultural Lands Purchase Act Amendment.

2, Public Service Act Amendment. Without amendment.

House adjourned at 10.32 p.m.

Legislative Council,

Thursday, 24th October, 1912.

The PRESIDENT took the Chair at 3 p.m., and read prayers.

PAPERS PRESENTED.

By the Colonial Secretary: 1, Amending by-law of the North Perth Municipal Council. 2, Special by-law of the Yalgoo Roads Board relating to system of valuation on the annual value in certain prescribed areas.

BILL — STATUTES COMPILATION ACT AMENDMENT.

Introduced by the Colonial Secretary and read a first time.

BILL — NATIVE FLORA PROTECTION.

Report of Committee adopted.

BILL—PEARLING.

In Committee.

Resumed from the previous day; Hon. W. Kingsmill in the Chair, the Colonial Secretary in charge of the Bill.

Third Schedule:

The CHAIRMAN: Before progress was reported on the previous day he intimated to the Committee that there was some doubt in his mind as to whether an amendment the Colonial Secretary wished to move, namely, to increase the license fees, would be in order. Since that time he had looked into the matter and had come to the conclusion that the amendment would be in order. Section 46 of the Constitution Act Amendment Act provided as follows:—

> In the case of a proposed Bill, which according to law, must have originated in the Legislative Assembly, the Legis-

lative Council may at any stage return it to the Legislative Assembly with a Message requesting the omission or amendment of any items or provisions therein; and the Legislative Assembly may, if it thinks fit, make such omission or amendments, or any of them, with or without modifications.

In addition to that, Standing Order 309 of the Legislative Assembly in regard to money Bills provided—

> With respect to any Bill brought to the House from the Legislative Council, or returned by the Legislative Council to the House with amendments, whereby any pecuniary penalty, forfeiture, or fee shall be authorised, imposed, appropriated, regulated, varied, or extinguished, the House will not insist on its privileges in the following cases:—(1) when the object of such pecuniary penalty or forfeiture is to secure the execution of the Act, or the punishment or prevention of offences; (2) where such fees are imposed in respect of benefit taken, or service rendered under the Act, and in order to the execution of the Act . . . .

The ruling of the Chair therefore would be that the proposed increase of license fees in the Third Schedule would be necessary for the execution of the Act, and would therefore come under the Standing Order he had quoted, and would be permitted by Section 46 of the Constitution Act Amendment Act.

The COLONIAL SECRETARY moved an amendment—

That in line 1, "£5" be struck out and "£10" inserted in lieu.

Progress reported.

BILL—INDUSTRIAL ARBITRATION.

In Committee.

Resumed from the previous day; Hon. W. Kingsmill in the Chair, Hon. J. E. Dodd (Honorary Minister) in charge of the Bill.

Postponed Clause 40—Industrial agreement may be declared a common rule:

On motions by Hon. J. E. DODD, clause amended by inserting in line 1, after the word "may," the words "subject as hereinafter provided also by striking out of line 3 the words "or industries."

Hon. J. E. DODD moved a further amendment—

That in line 4 the words "subject as hereinafter provided" be struck out.

Hon. D. G. GAWLER: The Honorary Minister might explain what he proposed to insert subsequently.

Hon. J. E. DODD: It was his intention to move subsequently the addition of the following proviso:—

> Provided that before making any declaration herein in respect of any industry the court must be satisfied that a majority of the workers engaged in that industry in the locality are desirous that such declaration should be made.

That was the declaration of the common rule.

Hon. Sir E. H. WITTENOOM: It was not his intention to say that members were opposed to these amendments, but it would have been wiser to have given notice of them. Members would then have seen how they fitted in with the remainder of the Bill. Amendments moved as the Honorary Minister was moving them might superficially seem satisfactory, but relatively they might be quite foreign to some other part of the Bill.

Hon. J. W. KIRWAN: As it was desirable to take the Bill through as soon as possible Sir Edward Wittenoom might allow the proposal of the Minister to pass, and later on, if he discovered that it was inconsistent or incongruous or not in accordance with his ideas he could move to have the Bill recommitted so as to further consider the clause.

Hon. J. D. CONNOLLY: The suggestion made by Sir Edward Wittenoom was a proper one, and if the Minister agreed to postpone the consideration of the clause members would be able to ascertain what they would be voting on. The amendment would not advance the position much ahead of what it had been the previous evening. If the amendment were agreed to the court would be able to declare a common rule in any industry, provided it was agreeable to the workers. Two employers might agree with a small body

of 10 or 12 workers out of hundreds of workers in the same industry, and if those 10 or 12 workers secured an exceptionally good agreement, the other workers would naturally come in also, and so bind the remainder of the employers, although, in the first place, only two employers had had a say in the matter.

Hon. J. E. DODD: The attitude taken up by Sir Edward Wittenoom was surprising in the extreme. The Bill had been before hon. members for six or seven weeks, in the course of which time the hon. member had moved amendment after amendment without putting any at all on the Notice Paper. He (the Honorary Minister) had no objection to offer to this, but it was decidedly unfair that on the first occasion on which he brought down a small unforeseen amendment without having first placed it on the Notice Paper, Sir Edward Wittenoom should immediately complain, notwithstanding that every hon. member could see clearly what was meant by the amendment. Clause 37 provided that other parties might subsequently sign an agreement with the consent of the original parties; but Clause 40, with the proposed amendment, would provide that the court might allow other parties to come in, and might declare that the agreement should be made a common rule, provided the court was satisfied that a majority of the workers engaged in that particular industry were so desirous.

Hon. D. G. Gawler: Why not a majority of the employers, too?

Hon. J. E. DODD: The hon. member could move in that direction, and no strong objection would be taken. As Mr. Cornell had already pointed out, that part of the Bill providing for the making of agreements was the best part of all. If it was possible to make an agreement, instead of going to the court, so much the better. Anything the Committee could do to encourage the making of agreements should be done.

Hon. E. M. CLARKE: The position was that an agreement could be arranged between a minority of the workers and a minority of the employers. It seemed that the amendment proposed by the Minister provided that if the workers alone desired that the agreement should be made a common rule, the President of the Court could so declare it. If it had been proposed to provide that a majority of the workers and a majority of the employers were required to agree to the making of an agreement a common rule, there would not be so much fault to find with the proposal. Both sides should be recognised, and required to consent to the making of a common rule. It should not be left to the workers to say whether or not an agreement should be made a common rule.

The CHAIRMAN: The discussion might the better take place when the Honorary Minister had moved to insert the proposed proviso.

Amendment put and passed.

Hon. J. E. DODD moved a further amendment—

That the following proviso be added to the clause:—"Provided that before making any declaration herein in respect of any industry, the court must be satisfied that a majority of the workers engaged in that industry in the locality are desirous that such declaration be made."

Hon. Sir E. H. WITTENOOM moved—

That consideration of Clause 40 as amended be postponed until after consideration of Clause 128.

This would be the wiser course. The Honorary Minister had expressed surprise at the attitude taken up by him (Sir E. H. Wittenoom) in endeavouring to postpone further consideration of this clause until hon. members could study the amendment on the Notice Paper, and the Honorary Minister had based his protest on the fact that he (Sir E. H. Wittenoom) himself had moved many amendments without previously placing them on the Notice Paper. But the position was that the Honorary Minister knew so much about the Bill as to understand immediately the ultimate effect of every possible amendment that could be moved, and, in consequence, there was no necessity whatever for hon. members to put their amendments on the Notice Paper, merely in order that the Honorary Minister might have a chance of studying

them. On the other hand, so little did he (Sir E. H. Wittenoom) know about the Bill, that he felt he was not justified in voting either yea or nay upon an amendment which he had not had an opportunity of previously studying. In the circumstances it was not unreasonable that the Honorary Minister should be requested to put his own amendment on the Notice Paper. It was a most important clause and, probably, the amendment was of equal importance. To take one concrete instance: Millar's Karri & Jarrah Company employed some two or three thousand workers who were under an agreeement which would expire at the close of the present year. Under the clause there was nothing to prevent some twopenny halfpenny little business at Bull's Brook, or at the Canning Mills, coming to an industrial agreeement with some 15 or 20 men at about the time Millar's agreeement would expire; and it might so happen that this smaller agreement would eventually be made a common rule throughout the industry. It was absurd to contemplate. If, on the other hand, it should be resolved to make the agreeement between Millar's Company and their operatives the common rule, he would be in accord with that proposal. For the present all he desired to know was the precise meaning of the amendment.

Hon. A. SANDERSON: If it could be expected that by postponing the clause we would arrive at a satisfactory conclusion, he would support the postponement; but it seemed to him we would never arrive at a satisfactory settlement as to the meaning of the clause and the proposed amendment until we got into court. Surely Sir Edward Wittenoom knew pretty well what the effect of the clause was intended to be. Only when the clause was before the court could they ascertain exactly what it meant. He could not vote to postpone the clause because he did not think any fresh evidence would be brought before the Committee to enable them to arrive at a sound decision.

The CHAIRMAN: Whilst it was not his wish to shorten the debate, he reminded the Committee that it was only by an obvious oversight in the Standing Orders that a question of postponement could be debated. It had hitherto been the custom, and a good one, that a question of postponement was put at once without debate.

Motion put and a division taken with the following result:—

Ayes	.. .. ..	9
Noes	.. .. ..	9
A tie	.. ..	0

AYES.

Hon. E. M. Clarke	Hon. A. G. Jenkins
Hon. H. P. Colebatch	Hon. T. H. Wilding
Hon. J. D. Connolly	Hon. Sir E. H. Wittenoom
Hon. D. G. Gawler	Hon. R. D. McKenzie
Hon. V. Hamersley	*(Teller).*

NOES.

Hon. J. Cornell	Hon. R. J. Lynn
Hon. F. Davis	Hon. B. C. O'Brien
Hon. J. E. Dodd	Hon. A. Sanderson
Hon. J. M. Drew	Hon. R. G. Ardagh
Hon. J. W. Kirwan	*(Teller).*

The CHAIRMAN: In order to admit of further consideration I give my casting vote with the ayes.

Motion thus passed; clause postponed.

The CHAIRMAN: Clauses 41 to 58 inclusive having been already considered, the next clause before the Committee was Clause 59.

Clause 59—agreed to.

Clause 60—Industrial disputes in related industries:

On motion by Hon. J. E. DODD clause amended by striking out "the" in line 1 and inserting "any" in lieu.

Hon. H. P. COLEBATCH: An amendment was on the Notice Paper in the name of Mr. Moss, the object of which was to do away with composite unions. In the absence of the hon. member he moved the amendment—

That the following words after "interested" in line 4 of Subclause 1 be struck out:—"or of any industry or industries related thereto."

Hon. J. E. DODD: This was another attempt to strike out of the Bill all provisions dealing with related industries or composite unions. The question had

already been dealt with, and the Committee had been convinced that it would be folly to do that. If the amendment was carried the Committee would stultify themselves, and it would mean the alteration of the whole of the Bill so far as it referred to composite unions and related industries.

Hon. Sir E. H. WITTENOOM: The grouping of industries was one of the most important portions of the Bill. He was opposed to the principle, because he contended that the workers in each industry should have their own union, and each union should have its own dispute and its own settlement. The object of this provision was that 18 or 20 unions could be brought together and handled by one or two good men. He could understand and appreciate the cleverness of that idea. Those who advocated that policy said that once a satisfactory settlement was arrived at they would be able to bring 18 or 20 unions into it. On the other hand, if they did not get a satisfactory settlement they could call 18 or 20 unions out. The grouping of unions was not in the interests of the State, and therefore he supported the amendment.

Hon. J. D. CONNOLLY: There were times when the grouping of industries was justifiable. It was the ambiguity of the clause he took exception to, and he thought the amendment would give the clause a definite meaning. It would be impossible to say how far industries were related to or interested in one another. For instance, the building trade covered 20 different unions at the present time, and it could be said that the lineburner was interested in the same work as the teamsters hauling logs in the forest, and the plasterer in the same work as the sawmiller in the timber country. "Interested or related" was too wide a term, and would make it exceedingly hard for the judge to administer the clause.

Hon. J. CORNELL: There was no necessity to again go over the ground covered during the discussion on the definition clause and the constitution of a union. If the amendment was carried the Bill would have to be re-drafted on the lines of the present Act to provide that a union must be concerned in an industry. Unionism was trending in this direction, and if we reverted to the present law the shop assistants, engine drivers, clerks and general workers would have no jurisdiction.

Hon. Sir E. H. Wittenoom: Then give them jurisdiction.

Hon. J. CORNELL: That was what the clause proposed to do. The only other way was to include a schedule stating which unions could go to the court, and if that was done the right of the court to adjudicate would be taken away. If the jurisdiction of the bricklayers was challenged, that union could not stand in court.

Hon. J. D. Connolly: Is it not the other way about; if you took the building trade union to court, they would not be heard?

Hon. J. CORNELL: Plumbing might be an industry to some extent, but when applied to the building trade it was only portion of an industry.

Hon. J. D. Connolly: The definition of "industry" specifies any trade. Is not bricklaying a trade?

Hon. J. CORNELL: There was nothing to guide the court. The desire was to see the timber workers a registered union, but he doubted whether their registration would be any more valid under the present Act than that of the shop assistants.

Hon. J. D. Connolly: There is no comparison between the two.

Hon. J. CORNELL: This clause would give jurisdiction, but there would be none unless we enlarged on the present Act and made it more elastic and more in line with the trend of unionism. If we stuck hard and fast to obsolete methods of ten years ago, we might as well drop the Bill. The tide of progress could not be set back by legislation.

Hon. Sir E. H. Wittenoom: Should not you consider the employer as well as the unionist?

Hon. J. CORNELL: The more unions were grouped, the better it would be for the employer. The trouble was that twenty men out of perhaps a thousand could bring chaos to an industry. If the engine drivers in the timber industry downed tools, the industry must close down. If the worker and master could

not meet around the table, a crisis would come and the conflict would be more decisive. It could not be said that a crisis would be averted by this Bill.

Hon. Sir E. H. Wittenoom: That is why I think we are wasting time.

Hon. J. CORNELL: Then the hon. member should have voted against the second reading.

Hon. A. SANDERSON: The divisions had been so close that there was a danger of members stultifying themselves over a clause like this. He did not hold strong views one way or the other on the grouping of industries. He appealed to the Committee not to pursue a zig-zag course, simply because some members were absent.

Hon. Sir E. H. Wittenoom: This is a very important point.

Hon. A. SANDERSON: It appeared to be more important to the hon. member than to him. We had already come to a decision on the point.

Hon. Sir E. H. Wittenoom: It was a side issue.

Hon. A. SANDERSON: It was decided after considerable discussion, and members had really accepted the principle.

Hon. J. D. Connolly: We are not fighting it, but only modifying it and putting it in clear language.

Hon. A. SANDERSON: It was a modification which was not sound. The amendment would not put it in clearer form. Such a modification would only stultify the Committee.

Hon. H. P. COLEBATCH: If the amendment was not carried, he would move to insert certain words in Subclause 2 to make the definition of related industries more clear. He did not know what Subclause 1 meant. The clause did not relate to industries which might associate for industrial purposes. It purported to define an industrial dispute and to whom it would apply. An industrial dispute might relate to an industry related to another industry in which there was a dispute. Obviously an industrial dispute would relate to the industry in which the parties who brought it before the court were interested, or to industries related thereto in which apparently there was no dispute.

Hon. D. G. Gawler: What is the effect of that?

Hon. H. P. COLEBATCH: Exactly what it meant he did not know, but the effect would be to create disputes in industries in which there was no dispute merely because they happened to be related to industries in which there was a dispute. It was necessary to give associated bodies of workers such as shop employees the opportunity to come together in composite unions if it was not convenient for them to form separate unions, but he did not see the necessity for retaining the words "or to any industry or industries related thereto," because there was no need for an industrial dispute to apply to an industry in which there was no dispute, merely because it happened to be related to the industry in which there was a dispute.

Hon. J. E. DODD: Hon. members were looking at this matter with a good deal of unwarranted suspicion. The provision was taken almost word for word from the New Zealand Act, the only addition to the New Zealand provision being the words "or industries" which occurred among the words the amendment sought to strike out. The suspicion in the minds of hon. members was that large unions would be formed that would be continually making disputes in various trades, but this was quite a reversal of the arguments used previously, namely, that harm was to be done to the minority. As a matter of fact the creation of large unions would go a long way towards the settlement of disputes. It did not follow that because a dispute occurred in connection with one part of these related industries it must spread to the whole of the bodies concerned. Very often cases were taken to the court for decision on particular points. The miners' case at Kalgoorlie in 1902 simply related to two matters out of a hundred that might have been brought before the court. It was often claimed by hon. members that the management expenses of unions were abnormally high, yet when an effort was made to bring about economy in the conduct

of unions members complained. By bringing about the grouping of industries the management expenses of unions would in some cases be reduced by fifty per cent., and at the same time disputes could be more effectively dealt with and that effectiveness was not always going to act to the detriment of the employers. Members probably had noticed in the Press an interview with Mr. Hamilton of the Kalgoorlie Chamber of Mines. That gentleman pointed out the danger at Kalgoorlie owing to the many small unions with which the Chamber of Mines could not deal. There was no question of the minority suffering, but there was decided advantage to both employers and employees in allowing big unions. During the transport trouble in Perth had it not been for the fact that the particular union concerned was affiliated with other unions, which might be called related unions as dealt with in the clause, there would certainly have been the same trouble in the transport industry as occurred in Adelaide some time previously.

Hon. D. G. GAWLER: Giving a vote previously in favour of composite unions did not bind him to all this clause appeared to bind him to if he voted for it. Did the clause mean that if there was a dispute between bricklayers and their employers the masons could lay down their tools and cease work?

Hon. F. Davis: They cannot cease work under the Arbitration Act.

Hon. D. G. GAWLER: Surely the clause meant that if there was a dispute between the bricklayers and their employers it also meant that there was a dispute between the masons and their employers. Certainly the grouping of large industries into one big union was of advantage to the workers, and to the employers also, and one could understand what Mr. Hamilton had said in regard to the mining industry; it was certainly an advantage to the employer that the big union could control the smaller union by withdrawing funds in the case of frivolous disputes, but he would like an answer to the question he had asked relating to the bricklayers and masons.

Hon. F. DAVIS: In connection with the building trade when the brickmakers, who were not a registered union, had ceased work with the result that all the other workers in the building trade had to cease work, the various building trade unions combined together and formed a building trades council in order to deal with any matter affecting the whole of the building trade concerned. It was possible for that council to deal with a matter affecting the whole of the unions affiliated. For instance, it would be possible for the associated industries connected with the building trade, through their council, to approach the Arbitration Court on behalf of the whole of the building trades on the question of hours of labour, and this clause would enable the court to hear their application. That was the object of the clause, to allow related industries in this way to approach the court and obtain a decision on particular points. A dispute might relate to all the building trades, or might relate to one particular union only. Either the union concerned could go to the court and get the dispute settled without involving the others, or, on the other hand, if the whole of the associations were concerned, through their council, they could get a decision from the court affecting the whole of the trades. It was better to have the court approached on a matter of hours of work through the association, than to have each individual trade approaching the court.

Hon. J. D. Connolly: But the majority may be perfectly satisfied.

Hon. F. DAVIS: In those circumstances the court could not be approached. The court could only be approached on the decision of the majority of the unions concerned.

Hon. J. D. Connolly: Then you will penalise the minority.

Hon. F. DAVIS: The majority must rule; but that was raising another question altogether.

Amendment put and negatived.

Hon. H. P. COLEBATCH moved a further amendment—

That in Subclause 2 the words "as for example, bricklaying, masonry, car-

pentry, and painting are branches of the building trade, or are" be struck out, and "working in association with each other and" be inserted in lieu, and that in line 5 the word "may" be struck out and "will" inserted.

As it stood the clause might be given a wider interpretation than the framers ever intended. First it would be necessary to define what might be related industries, and he was not going to say that the definition was other than reasonable or proper, but after that there was put in a drag-net clause which made the definition useless. It would make miners on the fields, railway employees, and shop assistants related, because a dispute on the goldfields might affect both the others.

Hon. J. W. Kirwan: That would be an extreme case.

Hon. H. P. COLEBATCH: The clause should be amended so that the meaning might be made clear. When the Bill was before the judge the chief difficulty—and it would affect the workers more than any one else—would be that many of the clauses, as they were drafted, would be difficult to interpret, or rather, the judge would be able to put whatever interpretation he liked upon them. The amendment would make it possible for an industry, such as established industries or others, "working in association with each other" to form one union.

Hon. J. E. DODD: It was to be hoped the amendment would not be carried. There was in the New Zealand Act precisely the same provision, and it would be seen by the marginal note that it was also in the Act of 1905. That was something like seven years operation in New Zealand, and he did not know whether hon. members had heard of any difficulty arising over the matter. The case quoted by Mr. Colebatch was altogether absurd. In the clause there was a concrete instance given of a related industry, bricklaying, masonry, carpentry, and painting, and that was certainly a criterion for the judge to go upon. The words Mr. Colebatch proposed to insert, "working in association with each other," would be very hard to define, and so far as making it easier for the judge, he thought it would make chaos worse confounded.

Hon. A. SANDERSON: Mr Colebatch's observation about the interpretation which the judge would be able to put upon some of these clauses seemed to him to get nearer the matter than anything else. The effect of the Bill would be to give the judge enormous power to define what a thing really meant.

Hon. J. E. Dodd: That is admitted.

Hon. A. SANDERSON: It was not admitted, otherwise the Committee would have been satisfied to insist on one or two of the bigger amendments going through and allowing the others to pass. He was not prepared to say that Mr. Colebatch's amendment would improve the clause, but it did seem to him sufficiently important to cause the Committee to alter the existing wording.

Hon. J. W. KIRWAN: The clause should be passed in its present form. The amendment proposed by Mr. Colebatch would not make the position clearer but would just have the opposite effect. The hon. member's amendments, when closely examined, were somewhat remarkable, and showed the danger of an hon. member suddenly jumping up and proposing alterations to clauses which had received the careful consideration of the draftsman as well as the consideration of the Government. Mr. Colebatch referred to the association that might exist between the mining industry and the shop assistants of Perth, and he implied that the judge might interpret an industrial dispute in the mining industry as affecing the shop assistants in Perth. We would have to give the court credit for common sense, and surely there was no court in the world that would dream of interpreting the clause in the extreme way the hon. member suggested. If the alteration the hon. member suggested was made, in order to interpret it, it would be necessary for the judge to have prophetic powers. The judge would have to predict what might possibly occur, or whether or not a certain thing might in the future affect a particular industry.

Hon. J. D. CONNOLLY : It was agreed that the interpretation of the measure would have to be left largely to the judge. More particularly was that the case in regard to the clause under consideration, but as it was drafted, on the one hand it was left to the judge to give a definition and on the other hand it bound the judge to a certain extent. He agreed with the amendment, for the reason that it would leave the judge free to interpret when one trade affected another. If the example which was given in the clause was left in, the judge would have to find out how the bricklaying dispute at that time affected the masons, and so on. The example given was that of bricklaying, masonry, carpentering and painting. Therefore, if a dispute arose between the masons and the employers, the painters must be brought in also. Yet at no time would a dispute between the masons and the employers affect more than five per cent. of the carpenters, for the masons would probably not be working on more than three buildings out of 300 or so in course of erection in the State. Again, the majority of painters were employed on old buildings, notwithstanding which they would be dragged into any dispute in which the masons, who worked only on new buildings, might become involved. Moreover, a dispute might arise in respect to the monumental masons working on headstones, and necessarily all the painters and carpenters and bricklayers in the State would be brought into the dispute. The example should be deleted altogether and the judge given a free hand.

Hon. D. G. GAWLER : We should make all the clauses as definite as possible. There were in the Bill sufficient indefinite clauses to disturb the equanimity of any court in the world. The New Zealand Act supplied an illustration similar to that supplied in the clause, but in the clause the Government had gone further and directed that any industries might group themselves, which were so connected that industrial matters relating to the one might affect the other.

Hon. J. E. Dodd : Are you willing to accept the New Zealand definition?

Hon. D. G. GAWLER : At least he would say that it was more definite than the definition contained in the clause. If these industries were related, why not say that the iron foundries at Kalgoorlie were related to the mining industry? Indeed, it would not be too extreme an illustration to say that the shopkeepers of Kalgoorlie were related to the miners, because without the shopkeepers the miners could not very well carry on their work. For his part, he thought the words "or are so connected that industrial matters relating to the one may affect the other" should be struck out.

Hon. H. P. COLEBATCH : Mr. Kirwan had declared that this definition of building trade expressed to the judge exactly what the clause meant. But, as Mr. Gawler had pointed out, the illustration of the building trade, as embodied in the section in the New Zealand Act, did give the judge some indication of what the section meant, whereas in the clause it gave the judge an indication merely of what was meant by the first portion of the clause, and not the whole clause. After telling the judge what the first portion of the clause meant, the framer of the Bill had gone on to say, "Or any industries so connected that industrial matters relating to the one may affect the other." What object could the Government have had in reversing the order of this clause as compared with the section in the New Zealand Act?

Hon. R. G. Ardagh: It makes it clearer.

Hon. H. P. COLEBATCH : On the contrary, it made the clause mean anything. The clause had been discussed as though it applied to industrial disputes. For his part he had been discussing it from the point of view that in the interpretation clause "group of industries" was declared to mean any number of industries, as set out in Clause 60. The clause had nothing to do with industrial disputes, but indicated merely what trades might form themselves into one industrial union, and in his opinion if left as it was it would authorise the formation of one union covering every trade and occupation in Western Australia. He wanted to know whether that had

been in the minds of the Government when they paraphrased the section of the New Zealand Act.

Hon. J. E. Dodd: The New Zealand Act has not been altered.

Hon. H. P. COLEBATCH: In the New Zealand Act the whole of the section went before the words given in parentheses, and so those words in parentheses governed the entire section; but in the clause the words in parentheses governed only a portion of the clause and were followed by the words "or are so connected that industrial matters relating to the one may affect the other." Consequently if the clause passed in its present form and was applied to the interpretation clause, as it would be, it would mean that all industries in the State would be entitled to group themselves together, no matter how distant their association with each other might be. He would like to know what object the Government had in altering the sequence of the New Zealand section.

Hon. J. E. DODD: It was to be hoped the Committee would not be led away by the clever arguments used by Mr. Colebatch. It could be said emphatically that the definition given in the clause was almost precisely the same as that in the New Zealand Act, with the exception that one or two words had been left out. Presumably Mr. Colebatch feared that the section in the New Zealand Act, which had stood the test of five or six years of practical operation, might have some weight with the Committee, and consequently the hon. member had deemed it necesssary to resort to the arguments he had used, with a view to inducing the Committee to vote for the amendment. In taking a section from another Act there was always a desire to go one better, if possible, in the direction of clearness, and he submitted that the definition in the clause was infinitely clearer than that contained in the New Zealand Act. He could not see where any trouble would arise. It might be that the conditions of employment such as the working hours of bricklayers, masons, carpenters, and painters concerning one, would concern the whole, and in that respect these unions might approach the court. If there was a matter which concerned say only the painters, the combined union might take that single matter to the court and not deal with any other as had been done before. The Committee had twice accepted this principle and members should not now stultify themselves by objecting to it.

Amendment put and a division taken with the following result:—

Ayes	.. .. ..	9
Noes	.. .. ..	9
A tie	.. ..	0

AYES.

Hon. H. P. Colebatch	Hon. W. Patrick
Hon. J. D. Connolly	Hon. T. H. Wilding
Hon. D. G. Gawler	Hon. Sir E. H. Wittenoom
Hon. V. Hamersley	Hon. A. G. Jenkins
Hon. R. J. Lynn	(*Teller*).

NOES.

Hon. R. G. Ardagh	Hon. E. McLarty
Hon. J. Cornell	Hon. B. C. O'Brien
Hon. F. Davis	Hon. A. Sanderson
Hon. J. E. Dodd	Hon. Sir J. W. Hackett
Hon. J. M. Drew	(*Teller*).

The CHAIRMAN: In order to admit of the further consideration of this clause he gave his casting vote for the Noes.

Amendment thus negatived.

Clause as previously amended put and passed.

Clauses 61, 62, 63—agreed to.

Clause 64—Representation of parties before court:

Hon. J. E. DODD moved an amendment—

That the following proviso be added to Subclause 4:—"Provided that when the court is sitting for the trial of any offence counsel or solicitor shall be entitled to appear and be heard before the court on behalf of the prosecution or of the defence."

This would meet the objection raised by Mr. Moss during the second reading, though he did not know whether there was the same necessity for it now as prior to the court being defined. The court now would consist of a judge of the Supreme Court, and the amendment would simply allow of a solicitor ap-

pearing when a case for trial for an offence was taken from any other court to the Arbitration Court.

Amendment passed.

Hon. D. G. GAWLER moved a further amendment—

That Subclause 4 be struck out.

This was done on behalf of Mr. Moss. Experience had shown clearly that the presence of solicitors would be of immense advantage to the court, and no less an authority on that point than Mr. Verran, the leader of the Labour party in South Australia, had moved in favour of allowing solicitors to appear.

Hon. F. Davis: He does not speak from experience.

Hon. D. G. GAWLER: Probably Mr. Verran had had experience of other places.

Hon. A. SANDERSON: Something more than a formal motion was required. The principal objection to the appearance of solicitors was that they would waste the time of the court and confuse the issues. There was no doubt solicitors would save the time of the court and put things in order. Many people and some members seemed to think this was a puzzling world, and that all lawyers were rascals.

Hon. C. SOMMERS: A long business experience convinced him that it would be desirable to allow lawyers to appear. Both sides could afford to pay trained men to present their cases, and it would save the time of litigants and of the country and better results would accrue from their appearance.

Hon. J. E. DODD: It was open to question whether a solicitor would be an advantage to the court, but the matter was largely one of cost. A number of small unions and small employers would find it hard to engage counsel to conduct their cases.

Hon. Sir E. H. Wittenoom: Make it permissive and not compulsory.

Hon. J. E. DODD: Even the Chamber of Mines, after considering the Bill, had not raised this point. If the Chamber of Mines had had to employ solicitors on the cases in which they were interested during the last ten years, it would have cost them many thousands of pounds.

Hon. J. D. Connolly: Do you not know that they have employed solicitors?

Hon. J. E. DODD: But if they had had to employ counsel to appear it would have cost them many thousands of pounds more than it had done. The shearers' case, to which he had drawn attention, cost something like £30,000, and something like £5,000 or £6,000 was spent by the shearers' union on that case.

Hon. J. F. Cornell: £17,000.

Hon. J. E. DODD: The Marine Stewards' case cost that union £282, and the Rural Workers' case cost £2,300; a small union could not stand that expense. It was certain that there was not going to be any advantage derived by permitting solicitors to appear.

Hon. H. P. COLEBATCH: This was not a question of cost or expediency, it was a question of common justice. The awards of the Arbitration Court had all the force of a court of law, and therefore it was only just that those who appeared before that court should have every opportunity of placing their case before it in what they might deem to be the best fashion. Here was a matter where livelihood was concerned, and some members said "We will not allow you to be represented by counsel." The issues involved were greater than the issues in an ordinary court of law, and yet we would tell the parties that we would not allow them to put their case before the court in an effective fashion by employing trained men. It was not suggested that only men of legal training should be allowed to appear; there were men thoroughly qualified to do this work as well as lawyers, and by all means then let them be employed, and if these men thought it was right to work for less than lawyers, let them do so, but why take away from the other party the right to employ the men whom they thought could best put the case before the court? How could we expect when we were removing the old method of settling industrial disputes, which used to cost millions, to introduce a new method, which would

cost nothing? The amendment should certainly be carried.

Hon. J. F. CORNELL: The clause should either remain as it was or, as an alternative, we should have what was in the present Act, which had worked satisfactorily. The New South Wales, New Zealand and Federal Acts were framed to provide that it must be agreed upon by both parties before counsel could appear. Mr. Colebatch had said that as a matter of justice we should not place any hardship on either parties. The opinion of the workers was that counsel should not appear. Personally or socially the workers had nothing against counsel, but they were of the opinion that the court should be as simple as possible, and the cases should be submitted to the court from the common sense point of view and not from the legal point of view. At the Hobart conference the representatives of the A.W.U. were emphatic, and the conference were of opinion that it would be advisable not to have lawyers in court. It cost the A.W.U. £17,000 for legal expenses and it was estimated that the employers paid £30,000. The bulk of the money that had gone in lawyers' fees in the Federal Court had gone on whether or not the court had jurisdiction to deal with the disputes before it, or whether or not there were disputes, and not on the matters which vitally affected the workers. Mr. Sanderson stated that the present Act confused the issues; his (Mr. Cornell's) opinion was that if we permitted lawyers to appear in court they would obscure the issues. The law was a business and lawyers got as much out of it as they could when they went to court. If we could get on without them it would be so much the better for the industries. If hon. members thought they could not get on without lawyers, let them strike out the clause, but he, as one of the working class, emphasised the opinion that it was possible to get on without lawyers.

Hon. H. P. Colebatch: Why not put the same clause in the Criminal Code?

Hon. J. F. CORNELL: There was not much analogy in trying a man for his life——

Hon. H. P. Colebatch: And in trying him for his livelihood?

Hon. J. F. CORNELL: If the hard matter of fact procedure was to be applied to the Arbitration Court, the sooner we did away with it the better. The further the judge got away from the law in dealing with industrial questions the better it would be for arbitration. If the judge was sitting as the court, and counsel was allowed to appear, with the training he had had for years and the position he had occupied, he must of necessity go on the side of hard matter of fact law and decide on the law. The workers and a good many of the employers also were desirous that this question should be settled from the common sense point of view. Mr. Sommers stated that lawyers could well take care of themselves but if we allowed them to appear they would show that they were better able to take care of others than themselves. If lawyers had to appear then it should be with the consent of both parties.

Hon. D. G. GAWLER: A person charged with the smallest offence before a court of law could be represented by counsel, and no reason had been shown why parties should not be represented in a court where very important issues were at stake. Personally, he had no direct interest in getting lawyers admitted to the court; he was speaking largely from the point of view of the interests of the court, and he was sure that if judges were questioned they would say they preferred to have the cases presented to them by trained men. By the present procedure, we did not have trained men skilled in putting cases before the court, but men who were actuated by partisan motives.

Hon. J. Cornell: So is a lawyer.

Hon. D. G. GAWLER: A lawyer by reason of his training dissociated himself from all partisan feeling, and anything that would conduce to the elimination of partisan feeling from the Arbitration Court would be a distinct advantage to the court. Mr. Cornell had said that in other States lawyers could appear by consent of both parties. In the Common-

wealth Arbitration Court a lawyer could appear with the consent of the parties or by leave of the president, and in New Zealand, not by consent of the parties, but only by leave of the chairman of the board. The Chambers of Commerce had come to the conclusion that the admission of lawyers to the court would result in a 25 per cent. saving in the time of the court and also allow the evidence to be more clearly presented. Mr. Verran, the late Labour Premier of South Australia, speaking on 29th August on the Arbitration Bill then before the South Australian Assembly said—

> He failed to see why lawyers were not allowed to appear before the Arbitration Court. He would, however, give the court power to limit cross-examinations and speeches by counsel. The responsibility for delays in the courts rested with the judges. No lawyer would waste time in cross-examination before Sir Samuel Griffiths, and a strong judge could always stop it.

It was only common justice to the parties concerned to allow them to employ counsel if they wished to do so.

Hon. F. DAVIS: The question of costs was a most important consideration. While it was possible that the trades unions on the goldfields might be in a position to employ solicitors, there were many unions which were distinctly not in a position to employ counsel. When a union had only just been formed and had a comparatively small membership, it had little funds, and the whole of them were absorbed in the costs of formation. Such a union would be placed at a disadvantage.

Hon. H. P. Colebatch: Why at a disadvantage?

Hon. F. DAVIS: It might happen that in small unions they had not men in their ranks who were experienced in this work or were good advocates, and the solicitor appearing for the employer would have such a union at a distinct disadvantage. In the course of the second reading debate Mr. Sanderson had referred in one instance to "a beggarly fee of £5,000." That served to show that it was taken for granted that the employment of solicitors would in some cases be a costly business. For that reason solicitors should not be allowed to appear.

Hon. Sir E. H. WITTENOOM: It should be permissive for the parties to employ legal men. There was a large number of men connected with the Labour unions who, by virtue of their thorough knowledge of the subject, were better than any lawyer in conducting their cases before the court. Therefore, if the unions chose to have men to represent them who knew the details of the industries so thoroughly, why should the other side not be allowed to employ whom they liked? Lawyers should be allowed to practice in the court if either party preferred to have them. He admitted that there was an objection to saddling one party with the heavy legal costs of the other, and if something could be done to provide that each party should pay its own costs, it would be reasonable. Mr. Dodd had misunderstood him when he said that it required a lot of money to contend with those who were so clever. In making that remark he had not been referring to the bench but to the men who were representing the other side. He had said that it cost so much to get good men to contend with the able advocates for the unions.

Hon. J. D. CONNOLLY: As one who had watched the proceedings of the court for ten years, he did not think the absence of lawyers had reduced the costs or the time taken up by cases. A man who had conducted more cases before the court than any other person in Western Australia had given his opinion that no advocates of any kind should be allowed, but if there were advocates, the court should be thrown open to everyone. The argument that no advocates should be allowed he agreed with. When the court was established it was not intended to be one in which advocates should appear, but rather a sort of industrial conciliation tribunal. It was idle to say that the admission of lawyers would have cost thousands of pounds in the past. Both sides had been put to just as much cost as if counsel had appeared openly in court. He used the word "openly" because the

lawyers were in the court to-day, and he knew of a case on the goldfields where the advocate of each party was advised by a lawyer sitting at his side.

Hon. F. Davis: This clause prevents that.

Hon. J. D. CONNOLLY: This was exactly the same clause as that in the present Act. If rumour was correct, the Labour advocates received fees which would be welcomed by the average legal practitioner, and it would be interesting to know what were the legal expenses of the Labour unions in the dispute with Millars' company a few years ago. He ventured to say that a great deal more had been paid by the unions in legal expenses than if counsel had appeared openly in court. What applied in one case no doubt applied in others. It was an open secret that the parties conferred with legal men just as much as if the lawyers appeared in court.

Amendment put and a division taken with the following result:—

Ayes	12
Noes	6
Majority for	6

Ayes.

Hon. E. M. Clarke	Hon. E. McLarty
Hon. H. P. Colebatch	Hon. A. Sanderson
Hon. J. D. Connolly	Hon. C. Sommers
Hon. D. G. Gawler	Hon. T. H. Wilding
Hon. V. Hamersley	Hon. Sir E. H. Wittenoom (*Teller*).
Hon. A. G. Jenkins	
Hon. R. J. Lynn	

Noes.

Hon. R. G. Ardagh	Hon. B. C. O'Brien
Hon. J. Cornell	Hon. F. Davis (*Teller*).
Hon. J. E. Dodd	
Hon. J. M. Drew	

Amendment thus passed; the clause as amended agreed to.

Clause 65—Court to decide according to equity and good conscience:

Hon. H. P. COLEBATCH: This clause should be struck out. It was quite unnecessary to say that the court should not be bound by the rules of evidence. He had yet to learn that the rules of evidence guiding courts in other matters were likely to confuse the Arbitration Court. The House might as well abolish the Standing Orders and leave everything to the decision of the President or Chairman of Committees. In what state of confusion would the House be in those circumstances? In the same way there would be trouble in the Arbitration Court if the judge had no rules of evidence to guide him, and parties would not be protected against having evidence admitted that ought not to be admitted. In the matter of the registration of unions, when members had tried to broaden the clause so that, in addition to the judge deciding on the one issue of convenience, he could also decide on the matter of equity, the proposal was rejected, and the judge was restricted to considering an application for registration on the matter of convenience, but now, when we came to a matter in which there should be rules of evidence, they were struck out and the question had to be decided according to equity, good conscience, and the substantial merits of the case without regard to technicalities or legal form, and the judge was not to be bound by any rules of evidence but could inform himself on the matter in such a way as he thought just. The clause should be struck out rather than amended.

Hon. A. SANDERSON: Sooner or later the court must build up its own technicalities. If the judge could decide each case as he liked, the position could easily become hopeless. The method proposed in the clause was a most dangerous way of conducting affairs. He thought the clause should be struck out.

Hon. Sir E. H. WITTENOOM: No doubt a judge of the Supreme Court would act in the manner insinuated in the clause, but there were strong objections to the second subclause, which said that in granting relief or distress the court should not be restricted to the specific claims made or to the subject-matter of the claim. It was too wide a power to give the judge. Already in Clause 62 we had adopted the provision that the court should have jurisdiction to determine whether any matter referred to it was an industrial dispute, and made the decision in that case final and conclusive, which was a tremendous power to give, and now

we were asked to allow the court to go outside the claims made. Subclause 2 went altogether too far. He moved an amendment—

That Subclause 2 be struck out.

Hon. J. E. DODD: When a case was before the court something might arise not specifically set out in the claim. This position arose in the other States. Judge Heydon, of New South Wales, in giving a decision on this matter had said—

> The court has no power to adjudicate upon any claim which has not been the subject-matter of dispute between the workers and the employer; in other words, the union cannot add to the claims already formulated on behalf of the employees additional items however requisite or expedient they may appear to be. Should any such additions, however, be made by the union, the court would decline to deal with same.

According to Judge Heydon—

> The Act was passed, in my opinion, to substitute peaceful methods for strike methods. With all its faults the strike had this advantage, that it was perfectly flexible; the men could strike for a shilling and accept sixpence, or they could strike for a shilling and insist on two shillings; and no technical point that because they had struck for a shilling they could not afterward vary their demand, had any power over them. When they asked for an Act which would enable their demands to be dealt with by a court, I do not think the Legislature desired that the remedy so provided should be less flexible than the remedy which it supplanted, and should be encrusted round with the technicalities of a system of special pleading.

The clause under consideration was passed by the Council last session. It simply gave the court power to deal with questions which might not appear in the citation. In one case in which there were only two points raised, the court dealt with thirty or fifty points before giving a decision, otherwise trouble would have arisen. As the case went on both parties could see that something was arriving out of the two claims originally submitted that would have to be settled. If the court was not given this power it could not deal with anything else but what appeared in the citation. As a strike could deal with all matters, so the judge said the Court of Arbitration should likewise deal with them. He hoped the amendment would not be carried because if members read the report of what Judge Heydon said, which was compiled by Mr. Davies, the clerk of the Arbitration Court, it would convince them that it would be unwise to wipe out the provision.

Hon. Sir E. H. WITTENOOM: The hon. member's explanation had conveyed a different meaning to him (Sir Edward Wittenoom) from what he had held before. There was a good deal in what the Minister said. The impression which he (Sir Edward Wittenoom) had on reading the clause superficially, was that the judge or court could make all sorts of awards outside the claim. But, from the explanation, he understood that if something had been overlooked it could be brought into the case. Under these circumstances the clause was reasonable and he asked leave to withdraw the amendment.

Amendment by leave withdrawn.

Hon. H. P. COLEBATCH moved an amendment—

That Subclause 1 be struck out.

Hon. D. G. GAWLER: While admiting that the present subclause was in the Commonwealth Act and the old Act he disagreed with the Minister who said that it was in the Bill of last session.

Hon. J. E. Dodd: Subclause 2 was.

Hon. D. G. GAWLER: Neither appeared in the Bill of last session. What he (Mr. Gawler) objected to in the clause and what other legal members no doubt objected to were the words "in any proceeding of the court." There were questions of strikes, lockouts, obstruction of the court, contempt of court, penalty for obstructing officials, and various other offences, which could be dealt with. They were all heard before the Arbitration Court and would come under the term "any proceeding under the Act." It would be unwise to do away with all

technicalities and legal forms and not be bound by rules of evidence. He did not think the Bill could have that intention. Whether he would vote for the subclause or not he would vote for striking out the words mentioned. We might just as well shut up the courts, or throw them open to mob rule if we allowed such a set of circumstances to obtain. He asked the Minister to postpone the clause and inquire into the matter.

Hon. W. Patrick: Strike out the objectionable words.

Hon. D. G. GAWLER: Clause 25 of the Commonwealth Act of 1904 left out the words which he (Mr. Gawler) objected to, "all other proceedings under the Act." These words must have escaped the notice of the framers of the Bill.

Hon. J. E. DODD: It was not necessary to postpone the clause; we should settle the matter one way or the other now. If the amendment was not carried and the clause stood, he would certainly look into the points raised by Mr. Gawler. He had an opinion, which Mr. Sayer had procured for him, as to the laws of evidence, and it was as follows:—

> A strict compliance with the law of evidence, as followed in the Supreme Court, would impede the Arbitration Court in the exercise of its functions. In a case relating to the reception of evidence by arbitrators, Lord Esher said—"In my opinion the court ought not to fetter the arbitrator of the parties by its own rules of evidence." And Lord Justice Lopes said—"When evidence is to be submitted to a lay arbitrator he cannot look at it in the same light in which strictly legal evidence is regarded in a court of law; he looks at it as an arbitrator would look at it, although the evidence would not be admissible according to the strict rules of law." In industrial arbitration cases evidence is often a matter of opinion. But according to the rules of evidence opinion is irrelevant and inadmissible, with certain exceptions: *e.g.* opinions of experts on points of science and art. Again: In the case of documental evidence the rule is that the original must be produced, and a copy cannot be admitted, except under special circumstances. A report of a Royal Commission on some industrial question with the evidence taken before the Commissioners, however valuable and reliable in itself, would be inadmissible under the strict rules of evidence. Many other instances might be given but the above will, perhaps, suffice.

That clearly showed that the rules of evidence should not apply in their entirety in the Arbitration Court.

Amendment put and negatived.

Hon. D. G. GAWLER: If the Minister would promise to look into the points he had mentioned he would not move to strike out the words referred to.

Hon. J. E. Dodd: Yes.

Clause put and passed.

Clause 66—Sittings of court:

On motions by Hon. J. E. DODD clause amended by striking out of lines 5 and 6 of Subclause 1 the words "to each member of the court and also"; also by striking out of paragraph (a) of Subclause 2 the words, "or if the president is absent from such sitting then by any other member present"; also by striking out of paragraph (b) of Subclause 2 the words "no member is" and inserting "the president is not" in lieu, and the clause as amended was agreed to.

Clause 67—Powers of the Court:

On motions by Hon. J. E. DODD clause amended by striking out of lines 2 and 3 of paragraph 9 the words "or of the President or any member thereof"; also by striking out of line 5 of paragraph 10 the words "the members of"; and the clause as amended agreed to.

Clause 68—Exercise of certain powers:

On motion by Hon. J. E. DODD clause amended by striking out of line 5 the words "member or"; and the clause as amended agreed to.

Clause 69—President may exercise certain powers in Chambers:

On motion by Hon. J. E. DODD clause amended by striking out the proviso and adding the following to stand as Subclause 2:—"Every order made in Chambers whether under this section or otherwise shall be deemed to be an order of the court": and the clause as amended agreed to.

Clause 70—Power of President to award costs:

Hon. H. P. COLEBATCH: Would this over-ride the qualifications in paragraph 2 of Clause 67?

Hon. J. E. Dodd: No.

Clause put and passed.

Clause 71 — Evidence—consequentially amended—agreed to.

Clause 72—negatived.

Clause 73—Decision to be of majority of court:

On motion by Hon. J. E. DODD clause amended by striking out of lines 1 to 4 the words "The decision of a majority of the members present at the sitting, or if the members present are equally divided in opinion, then the decision of the President shall be the decision of the court"; and the clause as amended agreed to.

Clause 74—President to deliver decision:

On motion by Hon. J. E. DODD clause amended by striking out of lines 2 and 3 the words "or by any other member of the court"; and the clause as amended agreed to.

Clauses 75, 76—agreed to.

Progress reported.

Sitting suspended from 6.11 to 7.30 p.m.

BILL — FREMANTLE HARBOUR TRUST AMENDMENT.

Second Reading.

Debate resumed from the previous day.

Hon. R. J. LYNN (West): The Bill introduced by the leader of the House yesterday contains two clauses in particular to which I take some exception because the two main objects of the Bill are to allow the Trust to earn more revenue under the pretence of alleged greater responsibilities through having to work overtime, and to engage in stevedoring when invited. I would like to say that the formation of the Trust at the inception was for an express purpose of facilitating the working conditions of the Fremantle harbour. It was brought about some years ago when Mr. Kingsmill was Colonial Secretary, and was administering this department, and the principal reasons for introducing the Bill at that time were to abolish the red tapeism then in existence in connection with the working of the harbour, and to have the port controlled by a board of commissioners in order to facilitate the operations and the workings of the port. The personnel of the board at that time was representative of practically all sections of the commercial interests. The Chambers of Commerce in Perth and Fremantle, the Chamber of Mines in Kalgoorlie, and the shipping interests as well as the Government interests were represented on that board. This was a wise precaution because it was to bring about the administration of the port which at the time was being controlled by the Railway Department, and as many members of the House will remember, a considerable amount of congestion took place; and in order to make Fremantle an up-to-date port and to bring that fact before the various shipping owners of the world, the present law was introduced by the then Government. It was at a time when high freights prevailed, and when dissatisfaction existed, and I have no hesitation in saying that when this Trust was brought into existence the port of Fremantle was divorced from the interests of shipowners in other parts of the world. The principal object which actuated the Government in issuing instructions to that board of commissioners was that the revenue was to be based on the provision of interest and sinking fund, on the amount of capital invested in the making of that harbour, and in that connection I will quote at a little later stage the amount of money derived as revenue by the Harbour Trust as shown in the last official balance sheet. When the present Government came into power the personnel of the board, I regret to say, was considerably altered. No public bodies or semi-public bodies were given any opportunity to nominate representatives as they were given by previous Governments, but the present board

was formed purely as a nominee board with one exception, and that was that the lumpers' union were invited to nominate a representative from their body. The Government appointed the rest. The point I wish to lay stress on is that every member of the Harbour Trust with the one exception, was nominated by the Government, without any reference to any other body. We find that the chairman of the Trust is the Engineer-in-Chief for the State. I have no wish to say one word that will cast any reflection on the ability of this gentleman, but I do say that such an official as the Engineer-in-Chief, considering the many works that the Government have in hand relating to expansion in all directions, must have his time fully occupied in connection with the department he administers, without being asked to accept any other position. In addition to him the Chief Harbour master also has a seat on the board. The Minister for Works on his return from his recent trip to the North-West condemned and criticised very strongly the general administration of all the harbours, jetties, and rivers in the North-West, which he said in his opinion were not being administered as they should be. In view of the fact that the Harbourmaster of Fremantle controls all the harbours and jetties from Eucla to Wyndham, surely that department should be sufficient for that gentleman to supervise without asking him to occupy this position, and thus give him increased responsibilities. As I said earlier, the Government nominated or appointed the balance of the members of the Trust with the exception of the lumpers' representative, who was a nominee from that body. The Fremantle Chamber of Commerce in their annual report comment as follows:—

> The committee wrote to the Government pointing out that in the appointment of the Harbour Trust Commissioners they had departed from the practice adopted by former Governments of requesting the chamber to nominate a representative for one of those positions on the board, to which a reply was received from the Colonial Secretary that no discourtesy or reflection was intended to be cast on the chamber but that the Government considered the board as now constituted would best serve the interests of the State.

The anomaly existing in connection with the personnel of the board is that the Engineer-in-Chief, being chairman of the Trust, is called upon to exercise certain functions as Engineer-in-Chief and has to report to the Harbour Trust commissioners of which body he is chairman, and the same thing applies to Captain Irvine. He as Chief Harbourmaster is also called upon to report on certain matters relating to the outside administration of the Fremantle Harbour Trust, to the board of commissioners. Here we have the peculiar position of two gentlemen holding high offices of State reporting on matters of administration relating to the working and carrying on of the port to themselves, and sitting in judgment to accept or reject the recommendations so sent forward by themselves. I think even at this late stage the Government should endeavour to rectify such an anomaly. These gentlemen have quite sufficient to do in connection with the administration of their own departments and even at this late stage I would urge the reconstruction of the Harbour Trust on a basis similar to that when it was brought into existence. I desire to refer to some remarks made by the Honorary Minister (Mr. Angwin) when introducing the Bill in another place. He asked that the Bill should be passed on permissive grounds and that the Harbour Trust should have this authority to do stevedoring in case of urgent necessity. I am willing to admit that the leader of the House was far more honest when introducing the Bill into this Chamber, because he stated that the position from the Trust standpoint is unique. He realised that the special facilities offered to do this class of work will enable them to derive a certain amount of revenue. That is the statement of the leader of the House as against what was stated in another place in order to get this measure through. An instance was cited that certain fruit cases which came to the port for the fruit industry could not be discharged on account of a strike then in existence at Fremantle. I

happened to be one of those concerned in connection with the agreement with the Fremantle lumpers and the then president, Mr. Owen, said the Trust was the stumbling block to an agreement being arrived at, and that had it not been for that institution an agreement would have been entered into at least eight months before it really was entered into. That was said by the then president of the lumpers' union, Mr. Owen, to Mr. Leeds, then chairman of the Harbour Trust. Mr. Leeds never attended any of these meetings, being represented by the secretary of the Harbour Trust, Mr. Stevens. This agreement between the employers and the employees was not entered into until the then Premier (Mr. Frank Wilson) specially journeyed to Fremantle and instructed Mr. Leeds to concede the request and to enter into an agreement similar to that which the employers at the port were offering. I mention this to show that the Trust at that time were the very people who brought about this state of affairs which the Honorary Minister in another place said would have been obviated if they had the power to do this particular kind of work. The secretary of the Fremantle Lumpers' Union, Mr. Rowe, I venture to say will bear out what I have said in this direction. Seeing that there is no public demand for the measure it must be inferred that the officials of the Trust are really the people who are asking for these additional powers, for license to interfere more between parties who have business with one another. The question arises then as to whether this House should give that power.

Hon. D. G. Gawler: Who has asked for the Bill?

Hon. R. J. LYNN: That is a mystery. I am unable to find from what source this Bill has been asked. We are told that the Government are not responsible. I have been told by a majority of the Harbour Trust commissioners that they do not desire it. The Lumpers' Union, a large body of workers employed on the wharves at Fremantle, have passed a resolution in opposition to it. Who, then, can it be said has asked for this power?

Hon. D. G. Gawler: What about the steamship companies?

Hon. R. J. LYNN: The steamship companies are in opposition to it. Surely a measure of this kind must have been prepared to gratify the officials of the Trust. If not, then it must be a measure desired by the Government to build up a huge departmental business in order to produce revenue and revenue only.

The Colonial Secretary: How can they get revenue if every one is opposed to it?

Hon. R. J. LYNN: I shall show the Minister how the Harbour Trust will derive revenue from it. If given the power proposed in paragraph (b) of Clause 2 there will be nothing whatever to prevent the Trust laying itself out immediately to secure as much stevedoring as possible, as the request of the owners would be only a matter of form. The powers of the Trust under the regulations are so absolute that it would be natural for a shipowner, especially one at a distance, to assume that by placing his stevedoring work in their hands he would be likely to derive certain advantages in one way or another over shipping companies. For example, take the allotment of berths and cranes in the river, which obviously should be governed by the strictest impartiality. Frequently there are sufficient cranes for a vessel requiring them, but assuming there are very few cranes available, and the Harbour Trust was stevedoring a vessel as against a private stevedoring firm, would it be reasonable to assume that the facilities controlled by the Harbour Trust would be placed at the disposal of the firm doing the work outside their own department as against utilising the facilities themselves? With regard to the allotment of berths, I may say as one being acquainted with the Fremantle wharf and its conditions, that there is as much difference between the various berths at the quay as there is between day and night. We have a wharf in Fremantle which is approximately a mile and a quarter long, and when we take into consideration that the wharf has only two turn-outs for shunting operations, one at each end, the vessels berthing between those two points would be seriously inconvenienced at all times of the day and night when shunting operations are being done. I have no desire to

say that the Harbour Trust officials to-day would endeavour to allot berths to the vessels that give special attention to stevedoring, but I submit it is just as unreasonable to assume that the best facilities will be placed at the disposal of those in competition with the Trust, as it would be for me to assume that the Trust would take advantage of the position they occupy. In this direction let me take as an instance the bulk of the cargoes being brought to Fremantle, such cargoes as bulk coal, phosphates, timber, etc. We find the Harbour Trust to-day have a monopoly of all cargoes discharged into trucks; that is to say, no matter how many men there may be on the ship, if the Harbour Trust say that one or two men are sufficient in the truck, the working of that ship is absolutely gauged by the amount of work those men do in the trucks. They regulate it by enforcing the conditions and regulations in regard to the working operations of that ship. I venture to say that if I had a consignment of goods in one large quantity arriving here where railway trucks are utilised, and where you pay the wharfage, I should have the same right to put my men in those trucks in order to supervise and control all the operations as against the Harbour Trust demanding to control all the operations on those trucks. In the Bill it is proposed that they should go further. They say "We not only hold this monopoly from the wharf standpoint regarding the discharge of these vessels, but we ask for power to board the ships and take their cargo, and if called upon, to supervise everything in connection with the administration of the port, so far as the handling of cargo is concerned." I desire to give one instance to show how the Harbour Trust in connection with the late strike regulated the payment for work done. During that trouble of 12 months ago, the Lumpers' Union demanded an increase in their wages of 20 per cent. In acceding to that increase the Harbour Trust immediately revised their tariff and increased the handling charges of all goods running over their wharves from 33⅓ to 100 per cent. That will clearly demonstrate that if the Harbour Trust is given such power as to create a monopoly, and it would undoubtedly mean that, because of the facilities at their disposal, and the berthage as they could allot it, I have no doubt they would exercise such supervision as to demand all the shipping people to place this work in their hands, and having accomplished that they would then have this monopoly which, even assuming that the monopoly was operated at a loss, they would be in the position to levy any charges by regulation in order to cover any deficiency which might result. Another objection from the lumpers' standpoint is that it would mean the one employer of labour, and in opposition to this Bill tonight I am in the unique position to be able to say that the Bill is being opposed from every standpoint, and as that is the case, I say we have no right to bring it into existence. In dealing with the finances of the Fremantle Harbour Trust for the year ended 1911, and this is the last official record we have of their balance sheet, we find that they brought forward a balance of £127,326 for the year's operations. Included in this there is a small amount of £3,000 odd brought forward from the previous year, but the net amount of revenue derived for operating expenses for the year resulted in no less a sum than £123,258, and after statutory interest and sinking fund was provided, amounting to £68,486, a balance of £30,315 was transferred to consolidated revenue, leaving a balance of £28,524, which they allocated in accordance with the custom of previous years towards depreciation and other standing charges. I quote these figures for the reason that in the first place it was never intended that the Fremantle Harbour Trust should become a custom house for the State of Western Australia, and yet we find this large surplus of approximately £60,000 over and above the amount necessary for interest and sinking fund. I will ask the House to keep the figures in mind when I deal with the handling charges for the cargoes landed over our wharves. One would naturally conclude that the Harbour Trust Commissioners to-day are giving universal satisfaction at Fre-

mantle. I mention Fremantle because people there come into daily contact with that particular department, and I think the opinion in that direction might to some extent be taken, but we find the Honorary Minister telling us that this department was never administered previously as it is being administered to-day. Yet, as against that we find intense dissatisfaction in every branch of business at the port of Fremantle. I am not going to say for one moment that the Harbour Trust Commissioners or the Harbour Trust officials are altogether responsible for this great amount of dissatisfaction. I have come into contact to a great extent with the officials, and I think it might be said that their zeal for the revenue of the State at times outruns their commercial discretion.

Hon. J. D. Connolly: It is the board who makes the regulations.

Hon. R. J. LYNN: Of course, I quite agree with what Mr. Connolly says that, so far as the officials are concerned, the board make those regulations, and must carry the brunt of anything said in opposition to them. Now, I desire to quote one or two instances respecting some of the handling charges on the Fremantle wharf, in order to show how this large revenue is derived. We have on show in one of the shops in Perth, the Bon Marche, a model of the Adelaide Steamship Company's new boat, the "Warilda," and when I tell the House that the company were called upon to pay no less a sum than £4 17s. 8d. to bring that model over the Fremantle wharf in order to exhibit it in a window in Perth, members will have some idea of the charges which the Fremantle Harbour Trust impose. Another regulation of the Trust in regard to handling is where labour is employed in trucks during the discharging of vessels. This handling charge is supposed to cover ordinary expenses, or, at the most, to allow some little balance over the administrative expenses of the port. The handling charge has nothing to do with the harbour improvement rate, or with the wharfage charge, but is purely a specific charge for services rendered in connection with the handling of cargo. A steamer belonging to the Melbourne Steamship Company came into port during the last few weeks, and discharged 97 tons of coal, for which the company were charged 1s. per ton by the trust for receiving that in trucks with one man. The regulations state that 100 tons may be received for a handling charge of 7d. per ton, but owing to some mistake on the part of the company in neglecting to put the extra three tons on the trucks, they were charged at the rate of 1s. per ton, or £4 17s. for 97 tons, whereas 100 tons at 7d. would have cost only £2 18s. 4d. Now the absurdity of that rate as a specific handling charge clearly demonstrates that these charges are made for revenue and for revenue only.

Hon. D. G. Gawler: Does it cost the trust that amount to handle?

Hon. R. J. LYNN: The shipping companies would be willing to do it to-morrow for 3d. per ton. Recently I called for certain papers relating to the shunting operations in connection with the Fremantle Harbour Trust and the Railway Department, and I desired to show the House the many disadvantages under which the port is operated to-day. That was the reason that prompted me in calling for the papers, and I hoped that it would be shown that the Harbour Trust Commissioners considered the question serious enough to discuss with the Commissioner of Railways, but instead of that, the file shows that the Harbour Trust Commissioners have not approached the Railway Commissioner respecting any shunting delays. Only recently, within the last four or five weeks, one of the largest Aberdeen boats coming to our shores went to the North Fremantle wharf, and the engine which is supposed to be in use there for shunting operations, and for facilitating the loading and unloading of ships, left that berth, and for four or five hours the loading operations were delayed. Can it be said that we were making Fremantle the port which it might be made, when a steamer like that is absolutely neglected for four or five hours by the officials of the port? I am loth to believe that the best of good feeling does not exist be-

tween the Harbour Trust Commissioners and the Railway Commissioner, but in view of the shunting delays at the port, one having that daily experience is forced to the conclusion that the relationship which should exist between Government departments does not exist at Fremantle. Then there is the matter of cranes. We have a few electric cranes at Fremantle which have been there practically since the inception of the harbour. Day and night those cranes have been requisitioned by various firms, and I understand a move is now being made to supply more cranes, but they should have been procured some time ago, as facilities that are necessary for the general working of the port. I have no desire to refer to a lot of matters that have been brought under my notice respecting the excessive wharfage charges imposed by the Harbour Trust, but I hope that, either on the second reading debate, or when the Bill reaches the Committee stage, some of those members who are interested in country districts will consider it no loss of time to peruse the wharfage and other handling charges in connection with agricultural implements and other things necessary for the farming industry. I know of one case in Fremantle in which a steamer came there recently, and only worked five out of the eight ordinary working hours. This was through bad shunting arrangements, and I think the Trust officials should at least endeavour to obviate a difficulty of this kind and bring about a better condition of affairs at the port, rather than ask for additional responsibilities and power to build up a large department there. I contend that, situated as we are on the West coast of this continent, Fremantle should be made an absolutely attractive port, and that the charges should be reduced to a minimum. Let me say in this connection that we have Singapore steamers trading up and down the North-West coast, and yet we find that the transhipment charges are so excessive that the freights via Singapore to London are less than via Fremantle. Seeing that this surplus is now being made in connection with the Fremantle Harbour Trust, I contend that if the authorities started out to make this port well known to ship owners all over the world as a cheap port, where supplies could be obtained, where pilotage and other charges were such as to bring about that inducement, we would have increased shipping brought into the port of Fremantle, and that would be infinitely better than tampering with other people's work. The Trust, when brought into existence, had certain functions to fulfil. These functions have not been fulfilled. The Fremantle harbour is extending daily, and it has not half as much accommodation as is required. We want further berthage accommodation, we want the harbour deepened, we want more facilities for the loading and unloading of vessels, and we want more sheds in every direction.

The Colonial Secretary: And the charges reduced.

Hon. R. J. LYNN: I wish the Minister could follow me in my argument that the greater the tonnage brought into the port of Fremantle, the less will be the charges necessary, because with our harbour charges, pilotage charges, berthage charges, and light dues, the one thing essential to make the port prosper is to bring more shipping into it. The more shipping we can bring into the port, the more facilities we provide for the people of the State to export their products. If we provide facilities, give quick dispatch, and reduce the charges to the lowest possible limit, and by that means we bring into competition the best lines of steamers trading to the ports of Australia, surely the people as a whole are going to derive some benefit. I am of opinion that the Trust will have ample time to consider the extension of their operations, after they have fulfilled all the functions for which they were brought into existence. I hope I have said sufficient on the question of stevedoring, because seeing the Harbour Trust control every ton of cargo that comes on the wharf, seeing they have a monopoly, and can levy any charges they choose, the balance of the work can well be left to the ship owners and those concerned. It must not be forgotten that, if we are going

to interfere to the extent that the Harbour Trust will with the ship owners trading with the port, we are going to have increased freights charged to make up for the additional charges which the trust chooses to levy. By Clause 3 of the Bill, proposing to make an addition to Section 6 of the principal Act, the Harbour Trust obviously intend to make a further charge in respect of the responsibility for the condition of cargo discharged after ordinary hours, or alternatively to compel shipowners to sign an indemnity, the effect of which will be to entirely relieve the Harbour Trust of any responsibility. This can only be regarded as a distinctly unfair repudiation of a very considerable portion of the responsibility which the Harbour Trust assumed when they took over the handling of the cargo on the wharves and actually increased the handling rate by 3d. per ton in order to cover that responsibility. It was felt by those concerned in Fremantle that immediately cargo left the ship's slings there should be somebody responsible until it was placed on the merchant's cart. The Harbour Trust said, "We are not going to accept any responsibilty." The ship owners said, "We are not going to accept any responsibility; we deliver this to the Harbour Trust, and they put it in their sheds under lock and key, and we have no control over the cargo so discharged."

Hon. D. G. Gawler: The merchant could not take it from the slings himself.

Hon. R. J. LYNN: The merchant was not permitted to do so, and the Trust said, "We will take it from the slings and stack it, but if there is anything wrong the merchant has to take the responsibility." The Minister in introducing the measure said that the working of ships after hours was for the convenience of the shipowner, and in that direction I desire to point out to the Minister that the Harbour Trust have regulations compelling ships to work overtime, such regulations having been exercised in days gone by. If a ship goes to any portion of the wharf and gets a berth and a shed the Trust officials can come along and say, "You must either work the ship to-night or leave the berth to-morrow morning"; and hon. members can readily understand that as the ship cannot take the cargo away or put it into lighters, the necessity is forced on her to work. It was never suggested when the negotiations were opened up between the merchants, the shipowners and the Trust that any portion of this liability would be exempt, because in connection with the discharge of vessels it is extremely difficult to state the particular packages discharged during ordinary working hours and those discharged after the ordinary working hours. In this connection relating to the responsibility for this cargo I shall briefly give a few extracts which I have taken from the Harbour Trust's annual reports during the past three or four years, in order to show that the Trust did accept that responsibility. In regard to the responsibility for goods landed at Fremantle, the Harbour Trust Commissioners in their report for the half year ending the 31st December, 1903, said—

> Notwithstanding all this, however, there is still a possibility of the matter being reopened, as since the above was written the Commissioners have been again approached by the Fremantle Chamber of Commerce, which has represented that the system of leaving the landing of cargo to be arranged for between the ship and the owner of the goods is not giving satisfaction to the merchants, owing to the fact that the shipowner will not accept responsibility for the care of the goods in the stage from the ship's slings to the point of delivery to the consignee, and the merchant has therefore not the protection he is entitled to.

They admit at that time the merchant had not protection.

> The Commissioners have promised to again consider the matter in all its bearings, with a view to protecting the shipowner, the merchant and the consumer.

The next report I shall quote from is for the half-year ending the 30th June, 1904. In this report, the Harbour Trust having in the meantime taken over the handling

and the responsibility, the Commissioners said—

> In dealing with this subject, in their half-yearly report for the period ending 31st December last, the Commissioners, while still adhering to their previously declared policy that they should hold aloof from the work of handling cargo on the wharves, in the stages between the ship and the owners of the goods—it being their contention that the Harbour Trust Act did not place upon them the onus of the work, which naturally carried with it a large responsibility in caring for the goods received on the wharves pending the delivery of same, pointed out to the Minister that, notwithstanding their desire to maintain this policy, the mercantile community were still urging that they should take over the work. In the report mentioned it was pointed out that the Commissioners had been again approached by the Fremantle Chamber of Commerce, which had represented that the system of leaving the handling of cargo to be arranged for between the ship and the owner of the goods was not giving satisfaction to the merchants, owing to the fact that the shipowner would not accept responsibility for the care of the goods in the stage from the ship's slings to the point of delivery to the consignee, and the merchant had therefore not the protection he was entitled to.

Clearly indicating that they recognise the position, the report goes on to say—

> The Commissioners had all along been conscious that, while the policy which they had adopted enabled them to stand aside from all responsibility in connection with the care of cargo on the wharves, there was continually existing a feeling that the arrangement of allowing the two principals to the contract to work together and in direct touch with one another was not giving the satisfaction and protection to the merchants and, through them, to the consumers generally, that they were entitled to enjoy, the fact being that the shipowners held tenaciously to their contention that in the terms of their maritime contract their responsibility as marine carriers ended at the slings, and that although they consented, in consideration of the payment of certain rates, to handle the goods from the slings to the point of delivery, those rates were in payment for definite services rendered, and covered no responsibility after the goods had left the slings.

They reached the point which I shall reach where their responsibility hinges on. This is all in their report—

> The Fremantle Chamber of Commerce were, as mentioned above, the first to approach the Commissioners in the matter, and to urge that, as a solution of the difficulty, the Harbour Trust should alter their declared policy and henceforth receive cargo from the ship's slings, giving receipts to the ship for same, tally, sort, stack, and deliver to the merchants, taking receipts from the latter. This request was conveyed by deputation from a committee of the chamber, which had been specially appointed to deal with it, and after a very exhaustive discussion of the subject in all its bearings, the Commissioners requested the deputation to return to their chamber and to bring a mandate from the chamber as a whole. This was done, and the Commissioners then further requested that the views of the Perth Chamber of Commerce should be obtained, and also, as a matter of courtesy, the views of the Australasian Steamship Owners' Federation and the Anglo-American Continental Shipping Association, the work on the wharves being then in the hands of the companies represented by these two bodies. The result was a conference in which all the various interests were represented, and the matter was thoroughly gone into, the ultimate conclusion being that the Harbour Trust Commissioners were again formally requested, this time by both chambers of commerce and by the oversea shipowners, to take over the whole of the work; the Fremantle chamber going

the length of saying that the merchants were quite willing to pay slightly increased rates than those then ruling, in order to get the protection they sought.

That was the protection; the responsibility or liability for the cargo landed in the Trust's sheds. Further on the report says—

> The Commissioners in connection with this work introduced a custom at the port by which the ship shall provide one man at the slings to give delivery to the Trust, by the unhooking of the goods from the ship's tackle. This custom will definitely fix the point at which the ship finished her contract for the carriage of goods, and at which the Trust takes over, and will prevent many disputes which would otherwise be almost certain to arise. The innovation, although at first objected to by some of the shipping companies, is now working satisfactorily. The thanks of the Commissioners are, however, due to them for the assistance they are now giving to make the work as a whole run smoothly and economically for all parties. The new regulations, of course, embodied a revision of the charges for this work previously ruling at the port, and in this revision the handling charges on general mixed cargo, worked through the wharf sheds, tallied, sorted, stacked, and delivered to merchants, were increased from 1s. 3d. to 1s. 6d. per ton. The 1s. 3d. per ton was the rate which had been previously paid to the shipping companies who refused to take responsibility.

At this point I may say that we are told in another place that the Harbour Trust Commissioners never accepted this responsibility, and that they were never paid anything additional for accepting this responsibility, yet clearly in their own reports they say that they were paid an additional amount for accepting this responsibility.

Hon. D. G. Gawler: And during all hours.

Hon. R. J. LYNN: Yes; there was no mention made of any hours at all. The Commissioners, in their report for the half-year ended the 31st December, 1904, say—

> The merchants are now getting that protection which they had been striving, without avail, to obtain at Fremantle during previous years; and the ship is getting, on her part, what she is undoubtedly entitled to, namely, a receipt for her cargo at the slings, which, she holds, is the point of her legal delivery. The Commissioners have endeavoured, in every way possible, to mete out an even-handed justice to both sides with (they think) success; and the experience gained during the eight months the system has been working, has gone largely to prove that the difficulties that were anticipated at the outset were more imaginary than real, or, at any rate, were only such as would readily yield to adequate organisation and administration.

That is the most remarkable part of it. We have heard this extract from their report and they continue in the same strain. They say—

> During the past six months the Commissioners found it necessary, in order to protect themselves against claims in respect to damage to cargo which it was not reasonably possible to detect in the circumstances, to provide in the tally receipt given to the ship for cargo discharged at night that the Trust would not be responsible for the condition of the packages or their contents. This provision is in force at other ports and does not affect the protection afforded to the merchant, as his recourse against the ship is in no way impaired by it.

Here we have in their reports acceptance of this responsibility for the additional 3d. a ton paid on all cargo landed at the port of Fremantle; and while this additional charge was made, when everybody believed that the responsibility was being accepted by the Trust, it was not until one day, when a merchant came along and said that he had a claim for a damaged bale of hops, just amounting to a few pounds, and when the Harbour Trust was confronted with the claim for this dam-

aged bale of hops, that they replied to the man's claim by quoting Regulation 136, which reads—

> Goods handled out of the ordinary working hours of the port. Notwithstanding the nature of any receipt given by the wharf manager for goods passing into the custody of the Commissioners at times other than within the hours fixed in these regulations as the ordinary daily working hours of the port, the Commisssioners shall not be liable for the condition of goods so handled.

Hon. D. G. Gawler: It sounds as if it were *ultra vires*.

Hon. R. J. LYNN: It was *ultra vires*, but at a subsequent date they came along and got that ratified by Parliament.

The Colonial Secretary: This House sanctioned it.

Hon. R. J. LYNN: If this House sanctioned something which was bad in principle there is no reason why we should perpetuate it now we have an opportunity of altering these unfair conditions. These extracts show that the shipowners—deepsea, interstate, and coastal—declined to take any responsibility for cargo on the wharves. The Harbour Trust, after conference with the Chamber of Mines, the Chamber of Commerce and shipowners, agreed to accept this responsibility. It was never suggested at any time that the responsibility for which the additional charge was levied should only refer to a few working hours of the day. The responsibility unquestionably was accepted for both day and night, and immediately this regulation was shown to the merchants a letter was written and signed by every shipowner and representatives of every shipping company at the port of Fremantle. The letter is somewhat lengthy. I have no desire to read it, but I may say it repudiates the action of the Harbour Trust in very plain language. The only reply received to that letter was a formal acknowledgment. For the last four years I have culled from the Harbour Trust reports the amount of profit derived from this charge of 1s. 6d. for handling. The figures are as follows:—In 1908, £3,957; in 1909, £4,771; in 1910, £4,807, and in 1911, £3,957. I have omitted shillings and pence. That is for the 1s. 6d. handling charges. What I desire to impress upon the House is that the handling charge is for a specific purpose; not as a profit-making concern, but merely for the handling of these goods which the Harbour Trust demand they shall handle. The average profit the Trust made by handling cargo on the wharves during the four years was £4,295. The figures for the last financial year are not yet available, but, in view of the 20 per cent. increase to the lumpers, and the increase of from 33⅓ per cent. to 100 per cent. in the handling charges, it is reasonable to assume that the profits are at least a little more.

Hon. W. Patrick: That is on the handling charges alone?

Hon. R. J. LYNN: Yes. We find this surplus is in respect to a responsibility to which the Harbour Trust has taken exception on account of the claims they are called upon to pay. The total claims paid by the Harbour Trust for the twelve months ended June, 1908, amounted to £36 7s. 4d.; for the twelve months ended June, 1909, £100 5s. 9d.; for the twelve months ended June, 1910, £110 1s. 5d.; for the twelve months ended June, 1911, £190 18s. 10d.; or an average for the four years of £108 8s. 4d. The position is that the repudiation of so many claims simply shows the tally receipts given to the ships were such that no reliability could be placed upon them. As an instance of that, two illustrations are given in the *West Australian* in reply to Mr. Stevens from the Shipowners' Association on account of a statement made by him as to the very excellent administration of the Harbour Trust, a statement based on the small amount of claims paid. But it must be taken into consideration that the receipts given to these ships when discharging were of such a nature that, practically, a claim would not hold good under these receipts. If you take the consignment of a ship coming into port of Fremantle, and recognise that the Harbour Trust are only responsible for eight hours out of the 24, and that a large

number of packages are landed without any marks, you will see it is absolutely impossible for the Trust to discriminate as to the exact packages landed before 5 o'clock and those landed after that hour, or for the shipping companies to prove it; and in the event of any of these packages being pillaged the Harbourt Trust declare that many of them were landed after hours, and that they will not accept any claim. Suppose we have a consignment of 500 packages, 300 of which are put out before 5 o'clock and 200 after 5 o'clock, and a certain number of them are pillaged, how can one say which came out before 5 o'clock and which after? I have no desire to quote in full this interview in the *West Australian*; my desire is merely to show one or two instances of the class of tallies received by shipowners. In statement No. 1 it is set out that 16,784 packages were delivered by a certain ship in Fremantle and that 15,711 were tallied by the Harbour Trust, showing a difference of 1,073 packages on these tallies. Again, 23,242 packages were delivered by another ship, and that the receipts of the Harbour Trust showed 22,835, thus disclosing a difference of 407 packages. There are five shipments quoted here, showing a difference, in 87,000 packages, of 2,217 packages. These are the tallies given by the Harbour Trust as against the packages delivered through the sheds. These packages come out of a ship, and there are all these tallies short, but when the ship is squared up they are delivered. It shows the loose method of tallying adopted, and it also proves conclusively that in tallying of this kind the Harbour Trust's responsibility in days gone by has been of very little value at all, because they have had every opportunity of repudiating claims lodged, by having this big difference in the tallies. To Statement No. 1 is appended the following note:—

> The position from the shipowners' point of view is actually very much worse than is indicated by the above figures, for the reason that owing to wrong marks or no marks at all on the Trust's tallies in respect to a number of packages, it is impossible to identify them with anything on the ship's manifest, and thus the receipts of these are of no effect. The five steamers have not in any way been specially selected, but may be regarded as showing the average state of affairs, so that in the course of a year tens of thousands of packages must pass through the Harbour Trust's sheds for which they escape all liability whatsoever in the case of damage, pillage, or absolute loss. The shipowners are from time to time called upon to pay claims for missing packages, and have no guarantee that these have not been missed in the Trust's tallies and gone astray in their hands.

Statement No. 2 contained here shows an even more alarming state of affairs, inasmuch as a great number of receipts given are so claused as to escape any liability in the event of claims being lodged. On the five ships taken here no less than 5,019 packages held claused receipts; that is to say "contents unknown," "bad order and condition," "ullaged," "leaky," and so on. Claused receipts of that nature were given, and the claims made accounted for ullages on 442 packages, showing that no less than 5,019 cases were claused as being bad while claims were made for only 442. A note appended to Statement No. 2 reads as follows:—

> Here again the figures do not fully represent the amount of undue protection with which the Trust hedge themselves, as in the case of cargo discharged between 5 o'clock p.m. and 8 o'clock a.m., or 16 hours out of the 24, they exempt themselves from all responsibility for "condition" by regulation, so that in effect they give the ship's "bad" receipts for the whole of the cargo they receive during these hours, whether it be in unsound condition or not.

I think these figures should clearly show the amount of profit derived from handling charges, on the Trust's own admissions, and that the amount of claims paid by them clearly demonstrate that sufficient handling charges have been made

in order to cover the responsibility in connection with the handling of these goods. This must be taken into consideration even now, that although the Harbour Trust are asking for additional powers in the Bill, it is an extremely difficult matter to know why they require these additional powers, because they have now their regulations exempting them from all responsibility in connection with this cargo. I think if the Trust have such regulations as to practically make them immune from any claims beyond £108 per annum, in respect to the thousands and thousands of tons of cargo which they handle, any further protection required by them must savour of protection devised to save them from the effects of bad administration. There is another argument in connection with the responsibility for these goods. If the Harbour Trust insist that the ships shall only be worked in ordinary working hours, how shall perishable cargo coming into port be landed with despatch? It is essential that such cargo coming into port by interstate steamers should be worked during overtime hours, in order that the consignees can take delivery at the earliest possible moment. Assuming the steamers refuse to work overtime, the Trust have the right to come along and insist under their regulations that the steamer shall work overtime. It must be taken into consideration that unless facilities are provided for these vessels to come into our port and get quick despatch, freights will of necessity increase. These large interstate steamers trading to our shores must be given that despatch necessary to cope with the traffic, and without this despatch we would have a very serious position in the port of Fremantle. I would like to point out that the working of overtime is no charge against the Trust. The amount of the difference between ordinary working hours and overtime is a debit to the ship, and the ship is called upon to pay the total amount which results in large sums being paid every week and going into the pockets of the workers of Fremantle, and thus circulating a very considerable amount of money. The Minister in introducing the Bill, said this measure was asked for by the Chambers of Commerce of Perth and Fremantle, that is the merchants. I have a full copy of all the resolutions carried by the Chamber of Mines of Kalgoorlie, and by the Chambers of Commerce of Perth and Fremantle, and it was only when the Trust refused absolutely to have anything further to do in connection with the responsibility, and only after they had passed this regulation that the merchants found themselves in the position that their goods remained in the sheds after being discharged after 5 p.m., and they had to accept the liability. It was only after deputations to the Harbour Trust and after letters had been written by all concerned, and after the Harbour Trust absolutely refused to accept the liability or to repeal this regulation, that the Chamber of Commerce and the merchants naturally said if the Trust desired to repudiate an honourable agreement entered into, for which a charge had been made, and if they refused to accept this responsibility, the steamship owners should certainly do so. Naturally they wanted somebody to accept the liability, and when they found the Trust adamant, they said if the Trust would not accept the responsibility someone else should. That was only natural. It was at this point that the Steamship-owners' Association turned round to the Trust and said, "Very well, under your tallies we consider we have little or no protection. Your tallies are of such a nature that in our opinioin they are not worth the paper they are written on. We shall not sign any indemnity, we will not pay any increased rate; we will accept the liability on behalf of the goods discharged into the sheds ourselves as companies." That is the position in Fremantle to-day. Although the Trust demand these rates and place the goods in the sheds and put them under lock and key, any claims arising must be paid by the companies concerned. That is a state of affairs which should not be permitted to exist. I proposed to endeavour to get a certain clause inserted making the Trust responsible for the goods, and it must be borne in mind that the Trust to-day have absolute control of the wharves. They can make any regulations they choose for

the handling charges or for what rates they wish to levy in any direction. In view of their powers to levy all these charges at the dictates of the Trust Commissioners, why should a Bill of this description be passed? I am at a loss to understand why the Government have accepted this Bill from those responsible. As I said earlier in the evening, it is absolutely impossible to find out who is responsible for the measure.

Hon. W. Patrick: Are not the Government responsible?

Hon. R. J. LYNN: I do not think so.

The Colonial Secretary: The Government are responsible all right.

Hon. R. J. LYNN: The Government are responsible for introducing it, certainly, but the Government did not draft the Bill. This Bill was drafted by the Harbour Trust's solicitor, and I understand was passed on to the Minister in another place to introduce. It was only when the agitation became strong in Fremantle that we started to make inquiries as to who was responsible, and we find it very much like Topsy, it seemed to have "grow'd" and no one knew who was responsible for it at all. If the State Government go any further in the direction of raising revenue such as they are doing to-day over the Fremantle wharves, they will be getting dangerously near to making it revenue protection and trespassing on rights which constitutionally belong to the Federal Government. I had figures to quote in support of this contention, showing the charges levied for many items, and these are so heavy that they are of a protective nature, and I think some of the country members will show in this House that the charges being levied are altogether outrageous. I propose when this Bill reaches Committee to move such amendments as will give the Government all the power that I understand they desire. They require this stevedoring power in order to stevedore State-owned ships. If that is all the Trust require, and I believe it is what the majority of the Commissioners say is all they require, I think this House will amend the Bill in order to give them the necessary power. I might say, however, that they are doing this to-day and have been doing it for some time, so that the Bill will legalise what they have been doing and enable them to do it legally in future. That will be all that will be necessary from the Government standpoint. If they require any more power than to stevedore State-owned ships and want to regard this Bill as a revenue-producing measure, then there can be no other object in the measure than to create a monopoly of the stevedoring interests of the port. I have no more to say other than to announce that when the Bill reaches the Committee stage I intend to move certain amendments as indicated by me to-night.

Hon. W. PATRICK (Central): I want to congratulate the hon. member on the very able speech which he had just delivered which shows that he has a full mastery of the subject on which he has been speaking. No doubt the whole trend of his speech is to the effect that he entirely disapproves of the measure before the House. Briefly the whole of his speech is to the effect that the Harbour Trust Commissioners have not fulfilled the functions that they were appointed to fulfil under the Harbour Trust Act, that they have been for some time raising a revenue which is to all intents and purposes of a protective nature, that instead of the Commissioners carrying out the object of the Act to look after the commercial interests of Fremantle, and see that the merchants had full accommodation to carry on the business, and that shipping had every kind of facility for loading and unloading and that every possible means was used to encourage the business of the port of Fremantle in the interests of the whole State, they have been drawing a considerable revenue in addition which, of course, was entirely outside the aims of the Act. I find in the report of the Commissioners to which Mr. Lynn drew attention that they made a very large profit of £123,000 after paying all working expenses, and after paying interest and sinking fund in addition to working expenses there is a balance of £58,000, and £54,000 of that was made during the twelve months. When we examine the rates charged for wharfage and other charges we find out the origin of this great revenue, a great portion of

which is certainly to my mind altogether unjustly collected. I am quite certain that a very large number of people in this State who have been paying these charges have been entirely unaware of this fact when they have been paying such high prices for articles imported by merchants in this State. I will just give one or two instances to show how this big revenue has been obtained. Hundreds of strippers and harvesters are used in this State all of which practically are imported from the Eastern States. Under the rules of the Harbour Trust the wharfage rate is charged either upon weight or tonnage measurement whichever will bring in the highest revenue. Some time back in order to save the trouble of measuring they agreed to charge a uniform rate of eight tons on a harvester or stripper. The wharfage on a harvester at Fremantle is 6s. per ton, that is 48s., and in addition to that there is a charge of 6d. per ton for harbour improvement rate, that is another 4s., and there is also 3s. for handling charges. Altogether the cost of landing a harvester on the wharf at Fremantle, and I presume the same amount is charged at Geraldton, Albany, and Bunbury, is £2 15s. Members will be interested to know how these charges on the people of this State—the farmers who use the harvesters as one of the implements of their industry and one of the tools which enable them to reap their crops—compare with the charges made in the Eastern States for similar services. At Sydney the charge is 2s. 6d. per ton, and assuming that they charge on the measurement rate, which I have no doubt they do, that would amount to £1 instead of £2 15s. as at Fremantle.

Hon. J. D. Connolly: They do not import harvesters in Sydney, do they?

Hon. W. PATRICK: They did at one time, but assuming they do, I am pointing out the difference, and how the farmer in this State is handicapped as against farmers in the Eastern States.

Hon. J. D. Connolly: Is that outward or inward wharfage?

Hon. W. PATRICK: It is inward. In Adelaide the charge is 6s. and in Melbourne 2s. 6d. Instead of having to pay £2 15s., by the time the goods reach the farmer he will have to pay something like £3 5s. on account of that impost. The same sort of thing takes place now in connection with the handling of produce, wool for instance. The charge for receiving and delivering wool is 1s. a bale, or 5s. a ton. The same work is done in the Eastern States for 1s. a ton. The same thing applies to skins, and I may say that this sort of thing handicaps the people in this State to a large extent, because it makes transhipment of cargo almost prohibitive. I may mention one case where a firm of merchants at Geraldton who wished to ship 100 bales of wool to Melbourne, offered it to a shipping company to tranship to another steamer at Fremantle, but the shipping company refused to touch it. I am not astonished at that. In another case 5 tons of skins were sent from Geraldton to be transhipped at Fremantle, but when the shipping company had paid the charges at Fremantle they had the large sum of 10d. left for freight. On shipments of a similar kind to Singapore there would be practically no charges whatever. I rose chiefly to draw attention to the fact that the same charges are made practically on all goods consumed in this State. The consumer has to pay an increased price for everything he uses on account of the extremely high charges at the port of Fremantle. If these charges were necessary in order to carry on the business of the port there would be justification for them, but the report of the Harbour Trust Commissioners proves that the charges are extortionate, and ought to be reduced. Of course if the Government intend to run this concern as a revenue-producing department instead of a department to encourage the business of the State, they ought to tell us.

The Colonial Secretary: How is it you have not protested against this before?

Hon. W. PATRICK: We have never had the opportunity. I am not making a charge against the present Government, but I say that the present Government have the means before them of re-

ducing those charges, but I am not aware that they propose to do that.

Hon. J. D. Connolly: Are you aware that £40,000 had to be expended on the wharf last year?

Hon. W. PATRICK: That is capital expenditure.

Hon. J. D. Connolly: No, it is not; it is replacement.

Hon. W. PATRICK: That is not going to occur every year. In any case that £40,000 was not paid out of the revenue. It is not shown in the balance sheet. The leader of the House knows that I am not a party man and he knows that I have always spoken against measures which have been brought down by all Governments when I did not consider they were in the best interests of the State, and I trust that I will always do so while I am a member of this House. I protest against charges of this kind being made in a department that was created for entirely different purposes. In this Bill the Government propose to give additional powers to the Harbour Trust and at the same time enable them to relieve themselves instead of undertaking additional liability. I am certainly at one with Mr. Lynn, who has a thorough grasp of the subject and knows all the ins and outs of the management of shipping, and I say most emphatically it would be a mistake to give further powers to this body at Fremantle until they have adopted a different system of administering the chief port of the State. I support the proposal of Mr. Lynn to give the Government power to do stevedoring on the State steamers, and also to introduce a clause to make the commissioners responsible for damage which may be done to cargo.

On motion by Hon. F. Davis debate adjourned.

MOTION—CORONER FOR METROPOLITAN DISTRICT.

Debate resumed from the 25th September on the motion by Hon. M. L. Moss, "That in the opinion of this House a duly qualified medical practitioner should be appointed for the metropolitan district."

The COLONIAL SECRETARY (Hon. J. M. Drew): It is not necessary that I should say much on this motion. I am in thorough sympathy with it. About four or five months ago I communicated with the Attorney General, and expressed an opinion that it would be advisable to appoint a coroner who was a medical practitioner, and the matter is still engaging the attention of the Crown Law Department. However, I think before long some finality will be reached, and that a coroner will be appointed. I am in hearty accord with the motion.

Question put and passed.

MOTION—ABORIGINES RESERVES.

Debate resumed from the 3rd October on the motion by Hon. J. D. Connolly, "That in the opinion of this House it is desirable, for the preservation of the native race, to continue and extend the policy laid down in C.S.O. file 1709/11, viz., by reserving large areas of virgin country for the sole and exclusive use of the aborigines."

The COLONIAL SECRETARY (Hon. J. M. Drew): In submitting his motion to the House Mr. Connolly stated that he introduced it in no hostile spirit. That assurance was quite unnecessary. The very fact that the motion endorsed the policy which has been accepted by the Government should have been sufficient to relieve the hon. member of any such suspicion. The Aborigines Act of 1905 was passed during the time that I previously held the position of Colonial Secretary. It was introduced into this House by me and it was sent to another place, but owing to the fact that it was then late in the session it failed to go through. In that Bill there was provision made for reserves; there was no limit to the acreage, so far as I can recollect. The Bill came down in the following session framed in a similar manner, but this House restricted the area which the Government could declare for the purpose of aborigines' reserves to 2,000 acres. In the session before last Mr. Connolly, who was then administering the Colonial Sec-Secretary's Department, introduced an

amendment to that Act by means of which it became possible to make the reserves of practically any acreage that the Government considered necessary. Shortly after accepting my present position I found a minute in the Colonial Secretary's office addressed to Cabinet and signed by Mr. Connolly, suggesting the declaration of a reserve in the East Kimberley district of four million acres. The minute was written about the end of September, and Mr. Connolly's Government went out on the 7th October. I went carefully into this matter and I thoroughly approved of the suggestion. I took the minute to Cabinet and Cabinet decided that this reserve should be created, and it was immediately declared an "A" reserve, and the purpose of it cannot now be changed without the consent of Parliament. Mr. Connolly in his speech pointed out that for the year ended 1911 the sum of £46,000 was spent by his Government, £21,000 of which was expended in the purchase of cattle stations. Last year we spent no less a sum than £34,000 out of revenue in providing for maintenance and medical aid for the aborigines.

Hon. J. D. Connolly: You also paid for the new wards at the Lock hospital.

The COLONIAL SECRETARY: That was included in the amount. Anyhow the expenditure was the highest on record. It must be remembered also that there was a drought in the North-West and on the Murchison and the expenditure was abnormal in consequence. With regard to the aborigines cattle station, I cannot say that it has achieved the purpose Mr. Connolly had in view when he decided to secure that property. There is no doubt, of course, that there are very few natives in the northern gaols just now, but that is due to the amendment of the Aborigines Act which Mr. Connolly introduced in 1911, by which the plea of guilty on the part of a native is not accepted except with the consent of the Protector. The result is that few prosecutions take place. Previously in nine cases out of ten the native always pleaded guilty, whether he was guilty or innocent. Owing to this amendment not many prosecutions take place because the owner or the manager of a station would have to travel perhaps 250 miles in order to prosecute. Las week I was wailed on by the Chief Protector of Aborigines who informed me that a number of our own cattle on the aborigines' station had been speared by the natives. We do not know what to do. If we had the natives arrested we would have to take a batch of witnesses to Derby or it would be necessary to have some sort of inquiry by the resident magistrate to ascertain whether the natives were guilty or not, and have them removed to some other district. It would cost a considerable sum of money if we had to send them 400 or 500 miles. However, that is the position, they have commenced to spear their own cattle. Reference was also made by Mr. Connolly to the Presbyterian missionary station at Walcott Inlet which had been declared to be unsuitable. The country was good, but it appears that there were no blackfellows, and of course a native missionary station could not be successful unless there were natives there. I gave them the opportunity of selecting another site, and they did so, and having had a report from the locality it seems to me that it will be successful. The Anglican Church mission reserve was applied for and granted about 14 years ago.

Hon. J. D. Connolly: They never made use of it.

The COLONIAL SECRETARY: Work was commenced there, but it was abandoned on account of the hostility of the natives. Bishop Trower, however, is now taking the matter in hand and is calling for applications from persons who are willing to engage in missionary work.

Hon. J. D. Connolly: It is too far away; they ought to have some other reserve.

The COLONIAL SECRETARY: They are perfectly satisfied and do not wish the area to be resumed in any way. With regard to the additional reserve suggested by Mr. Connolly, its area is about 1,800,000 acres. From Mr. Brockman's report on this portion of the Kimberley, I do not think there is a very great extent of pastoral country within the boundaries of the proposed area. But to the south and east of it he reports a great extent of good country. Prince Regent

River is about, roughly, 50 miles from the south-western boundary of the proposed area. I will read to the House an extract from Mr. Brockman's report—

> Between Prince Regent River and Vansittart Bay there are many fine harbours, but as far as I could ascertain these are inaccessible from the inland country by reason of the rugged ranges running parallel to the coast.

He further states that Vansittart Bay and Napier Broome Bay are the only outlets to the good pastoral country which he had discovered to the south.

Hon. J. D. Connolly: There is a good harbour to the south; Prince Edward, I think?

The COLONIAL SECRETARY: Yes, I have a map of it. The proposed area takes in the whole of Vansittart Bay and the greater portion of Napier Broome Bay. The Chief Protector of Aborigines says—

> On my last trip to Wyndham I travelled by boat from Derby, hugging the coast the whole way, and, from my own observation from sea, confirm Mr. Brockman's opinion. There are numerous islands all along the coast: they are all of a similar nature to the mainland —of rugged nature—and apparently unfit for cultivation of any sort. Nevertheless on every island I visited I saw evidence of natives, and there is no doubt that these islands form hunting grounds at certain periods of the year for native food in the direction of turtles and fish, in their season, and native roots and herbs. They are visited by means of canoes large enough to hold up to thirty natives. Most of the natives in this locality are living their natural lives untouched by the hand of civilisation, and it appears to me that, unless minerals are discovered, the country will always be practically a blackfellow's country. Without creating any reserve at all the natives will be *perfectly safe from molestation.*

I have a map of the suggested reserve, and most of it is barren country. The motion has my cordial sympathy, and I hope it will receive the support of the House.

Hon. E. McLARTY (South-West): Personally I have not much faith in this motion. If the country is as described by the Colonial Secretary, useless for other purposes, I suppose there is no harm in reserving it. It appears to me that these natives are very numerous, and to set aside such a vast area as 1,800,000 acres in one place——

Hon. J. D. Connolly: There is 4,000,000 acres set aside already.

Hon. E. McLARTY: These natives will simply have control of that area, and will carry on depredations on the surrounding pastoral country. To my mind there is nothing more absurd than the policy often urged that we should set aside certain reserves for natives and imagine they are going to stay on them. Anyone who knows the customs of the natives must be aware that no matter how large an area we may set apart for them, they will still wander hundreds of miles and carry on their depredations. For my own part when the native cattle station was purchased by the late Government with a view to supplying the natives with beef, and in some measure checking the depredations on the flocks and herds of the squatters, I had no faith in it, because I know it is impossible to confine natives to a station. If the Government were to kill half a dozen bullocks a day the natives would stay for a brief while, but their natural instinct is to move somewhere else, and no matter how well fed they may be they will spear cattle for the mere pleasure of doing it. I think that has been abundantly proved by the statement of the Colonial Secretary this evening, that they are killing the cattle even on their own station. I anticipated that would be the case, and I do not think the speculation, if I may term it that, will ever turn out a success. We know that natives will not stop in one piece of country, even in the settled districts. In my early days the natives were very numerous in *certain* seasons when they would congregate in a district. For instance, in one season they would live on the boya nut, and when that fruit was ripening they would congregate in hundreds. Then they would go to some remote part of the

country and live on kangaroos for a time. There were also certain periods when they would congregate from hundreds of miles at the Mandurah fisheries, and feast on fish for a few months. I am confident that if the Government established half a dozen stations and fed the natives as much as they wanted, it would not stop their depredations in other directions. Still, as I said before, if this country is of no use for pastoral purposes, I can see no reason why it should not be set aside.

Hon. J. D. Connolly: In the 4,000,000 acres there is some very good country.

Hon. E. McLARTY: I do not approve of setting apart 4,000,000 acres for natives, because they will not stop on it, and I think it would be better if the country was occupied and utilised for other purposes. I am no great advocate of this native business. I have as much sympathy with the natives as anybody else, but it would be better to utilise the country and bring them under civilisation than have them wandering about and trying to menace the life and property of white men wherever they go.

On motion by Hon. V. Hamersley debate adjourned.

House adjourned at 9.25 p.m.

Legislative Assembly,

Thursday, 24th October, 1912.

The SPEAKER took the Chair at 4.30 p.m., and read prayers.

PAPERS PRESENTED.

By the Minister for Lands: 1, Statutes of the University of Western Australia. 2, Papers and Regulations *re* assignments of lands as native reserves (ordered on motion by Mr. McDonald.)

By the Minister for Works: 1. By-law of the Yalgoo roads board. 2, By-laws of the municipality of North Perth.

QUESTION—WICKEPIN-MERREDIN RAILWAY DEVIATION.

Council's Message.

Mr. MONGER asked the Minister for Lands (without notice): In view of Message No. 24 from the Legislative Council, will the Government afford an opportunity for such request being discussed at an early date?

The MINISTER FOR LANDS replied: The time for the consideration of the Message will depend entirely on the nature of the business before the House.

Hon. Frank Wilson: Will the Government make an early opportunity to discuss it?

The Minister for Works: Why should we? It will take its ordinary course.

BILL—WORKERS' COMPENSATION ACT AMENDMENT.

In Committee.

Resumed from the previous day; Mr. McDowall in the Chair, the Attorney General in charge of the Bill.

First Schedule: [An amendment had been moved by Mr. George to add the following words at the end of paragraph 17:—"or the employer may apply for a lump sum to be fixed under paragraph 16 before the worker leaves the State."]

Hon. J. MITCHELL: This would affect many people who had come from other States, and during their incapacity wished to return to their friends or relatives. In such circumstances it would be well if it could be arranged that a lump sum could be paid at the request of the employer before the person injured left the State. It would be most difficult to keep a watch on him after he had left the State in order to know whether his incapacity continued.