ordered to be printed on the 31st of October last, have been satisfactorily disproved by the Officer whose conduct in the administration of justice was impugned by the said petition; and that all orders and entries connected therewith be discharged and struck out of the minutes and records of proceedings of this House." The hon. gentleman said he did not think it was necessary that he should either enter into the details of the petition, nor traverse the reply which had been communicated to the House. Hon. members had the papers in print before them, and he was sure it was not their wish that he should detain the House with any comments upon them.

MR. HORGAN: Sir, I find that the prayer of this petition asked for an official inquiry, or the appointment of a Commission. There has been neither the one nor the other. I do not think the answers given by the Police Magistrate are at all satisfactory, as regards some of the allegations contained in the petition. Paragraphs 2, 5, and 7 of the petition are not answered at all, and I find that the Magistrate whose conduct was impugned carefully omits giving his notes of the evidence of the firewood case, in the Local Court. He gives his notes of the police court case, but carefully abstains from giving them in the other case. If he had given them they would have spoken for themselves, and possibly have given a different complexion to the case. For this reason, I say that his answer to the charges brought against him are unsatisfactory, and that the House ought to refuse to pass this motion. An official inquiry, I take it, means an inquiry where there is an opportunity given to the party praying for redress to establish his case, and to be examined. That was not done here, and I don't call this an official inquiry at all.

THE SPEAKER: The hon. member seems to forget that a motion was made by the hon. and learned member for the North (Mr. Burt) that this petition should be referred to the Police Magistrate for his observations, and that motion was adopted. The House decided to deal with the petition in that way. The Magistrate has made his observations, and they were communicated to the House by a message from the Governor.

MR. HORGAN: Very well. If he gets off by a side-wind in that way, I cannot help it.

THE SPEAKER: The hon. member is not entitled to make such an observation as that.

Motion put and passed.

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

LEGISLATIVE COUNCIL,

Thursday, 29th November, 1888.

Soundings at entrance of Princess Royal Harbor—Appropriation Bill, 1889: first reading—Newspaper Libel and Registration Bill: first reading—Telegraph line from Gingin to Victoria Plains—Roads Bill: re-committed—Cemetery Closure Bill: third reading—Supplementary Loan Bill: third reading—Adjournment.

THE SPEAKER took the Chair at noon.

PRAYERS.

SOUNDINGS AT ENTRANCE OF PRINCESS ROYAL HARBOR.

SIR T. COCKBURN-CAMPBELL: I wish, sir, to ask the Director of Public Works whether he can inform the House to what extent the soundings recently taken at the entrance to Princess Royal Harbor indicate a shoaling of the water in that locality; what steps he considers it necessary to take for making the harbor accessible to all vessels in any state of the tide, and what intention the Government has in regard to proceeding in the matter?

THE DIRECTOR OF PUBLIC WORKS (Hon. J. A. Wright) replied: The soundings lately taken seem to give indications of shoaling at the entrance, more especially the North side. To open a deep channel, 300 ft. wide, would require dredging to the extent of about 89,000 cubic yards, which is estimated to cost £15,000, exclusive of the original

outlay on the steam dredge. The Government has no funds at present to do anything in the matter, but I consider the dredging should be taken in hand at the earliest opportunity.

APPROPRIATION BILL, 1889.

Read a first time.

NEWSPAPER LIBEL AND REGISTRATION AMENDMENT BILL.

MR. SCOTT obtained leave to introduce a bill to amend the Newspaper Libel and Registration Act, 1884.

Bill read a first time.

TELEGRAPH LINE FROM GINGIN TO VICTORIA PLAINS.

MR. SHENTON, in accordance with notice, moved: "That an humble address be presented to His Excellency the Governor, praying that he will be pleased to place on the Loan Estimates a sum sufficient to extend the Telegraph Line from Gingin to Victoria Plains, *viâ* Dundaragan." The hon. member said that two or three years ago he moved an address similar to this, affirming the desirability of constructing this line, and that a sum be placed on the Estimates, and the House agreed to it; but the Government said they were unable to provide the necessary funds, but suggested that the work should be undertaken out of the next loan, instead of out of current revenue. They had now the Loan Estimates before them, but he saw no provisions made for this line. There were a considerable number of settlers to whom the line would be of great service, and as the wire at present was extended as far as Gingin it would not cost much to take it as far as Dundaragan. There was always a great block at the Newcastle junction, all the messages from the North coming down viâ Newcastle, and the messages from Beverley, York, and Northam also met there, and there was a great press of work at this junction. There was reason to believe—in fact, it was almost a certainty—that a new cable would soon be landed at Roebuck Bay, and when that was done the traffic from our Northern line would be much greater than at present. If this proposal of his had been carried out two or three years ago, the Northern service would have had a direct line from Victoria Plains, viâ Dundaragan, Yatheroo, and Gingin to Perth; and the present block at the Newcastle junction would have been averted. This block, as he had just said, would be ten times more when the new cable was laid, and telegraphic communication was completed to Derby and Wyndham. Therefore he hoped the Government would be able to find room for this important and necessary work on the next Loan Estimates. He had looked through those Estimates, and he found two or three items which might well stand over for a while longer, to make room for works of more pressing urgency, such as this.

MR. SHOLL suggested that the debate be adjourned until the Loan Estimates came on, and that in the meantime the Government should obtain the opinion of the Postmaster General as to the necessity for this line, the probable cost, and the probable traffic on it and whether it was likely to pay.

Debate adjourned.

ROADS BILL.

This bill was recommitted.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest)—in the absence of Mr. Randell—moved the following New Clause:—"The following cause "shall create a vacancy in the office of "member of a board: absence from "three consecutive ordinary meetings of "the board followed by a resolution of "the board declaring the office vacant, "which resolution the board may but "are not bound to pass, within three "weeks next after the expiration of the "said three consecutive ordinary meet-"ings."

THE ATTORNEY GENERAL (Hon. C. N. Warton) thought that three weeks was rather a short time within which to require the board to pass this resolution, seeing that they would not meet oftener than once a month. Why should a board go to the trouble of calling a special meeting for this purpose of declaring a seat vacant?

THE HON. SIR J. G. LEE STEERE concurred with the Attorney General. If the clause passed as printed it would be necessary to convene a special meeting of the board to pass this resolution. As a rule these country roads boards did not

meet oftener than about once in two months. He would suggest that the wording of the clause be altered so that this resolution should be passed at the next ordinary meeting of the board, after the three consecutive meetings from which a member had been absent.

This was agreed to, and the wording of the clause altered accordingly.

Clause, as amended, put and passed.

MR. RICHARDSON (in Mr. Randell's absence) moved the insertion of the following New Clause: "No member of a "board shall be subject to be sued by "any person whomsoever, and the body, "goods, or lands of a member of the board "shall not be liable to any execution of "any legal process by reason of any con- "tract or other instrument entered into by "any roads board, or by reason of any "other lawful act done by the board in "the execution of any of their powers. "And every member of a roads board, his "heirs, executors, and administrators, "shall be indemnified by the roads board "for all payments made or liability in- "curred, in respect of any act done by "him, and of all losses, costs, and "damages which he may incur in the "*bonâ fide* execution of the powers granted "to him by this Act or by any Act hereby "repealed." The hon. member said the clause, which was not his own, appeared to him rather a good clause, and he therefore moved it, if only to elicit discussion.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said the new clause standing in his name dealt with the same subject.

MR. SHOLL said he preferred this clause to the Commissioner of Crown Lands' clause. If the members of these roads boards were now personally liable they ought to be relieved of their liability at once. He thought this was a very necessary provision, if they expected anybody to come forward to take a seat on these boards. He thought the board, as a board, ought to be held liable for culpable negligence, but he did not consider that individual members of the board should be personally liable, in any way.

THE ATTORNEY GENERAL (Hon. C. N. Warton) said there was no difference between the hon. member for the Gascoyne and himself as to the question of the liability of members personally. His objection to this clause was directed to that part of it providing for the indemnification by the board of one of their number. He thought that was a very objectionable provision, and for that reason he preferred the clause standing in the name of his hon. friend.

Clause put and negatived.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) then moved his clause, as follows: "In the execution "and performance by any roads board of "the powers and duties conferred upon "it by this Act, the members of the said "board shall not be personally liable in "respect of the execution or non-execu- "tion of the said powers or the perform- "ance or non-performance of the said "duties. Provided that the said board "shall be liable for any act done or "omitted to be done if it be proved that "such board has been guilty of culpable "negligence. Provided further, that in "no action brought against the board "shall a larger sum be recovered than "£50 including costs."

MR. PARKER said he noticed that this clause relieved the members individually of all responsibility, whether guilty of culpable negligence, malfeasance, wilful misconduct, or not. He was not prepared to go so far as that. He was prepared to relieve them of liability in the execution of their duty, unless they were guilty of wilful misconduct or negligence; but if any member of a board was proved guilty of intentional misconduct or wilful negligence he would certainly make that member personally liable. Nor would he relieve the board of all responsibility in case of culpable neglect on their part. These boards not being corporate bodies could not be dealt with criminally, but they ought to be open to a civil action for damage caused by neglect of their duty. If they were to be relieved of all liability, it would simply be an incitement to carelessness. After all, they would only be liable to the extent of the funds at their disposal. [THE COMMISSIONER OF CROWN LANDS: They have power to levy rates.] They could not be compelled to levy. They could not levy a rate for the purpose of paying a judgment obtained against them. Therefore, they would only be liable to the extent of the funds in their possession; and he certainly thought the liability of the board ought to stand. He also thought the members ought to be held individu-

ally liable if they were guilty of wilful negligence or misconduct. A member could do what he liked if this clause were allowed to pass as it now stood. He would move, as an amendment, that after the word "duties," in the ninth line, the following words be inserted: "unless it shall be proved that such member has been guilty of wilful or intentional misconduct or negligence."

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said the whole scope of the bill related to the powers and the duties of the boards, and not of individual members of the board. Individual members of a board had no powers under this Act, yet the hon. member proposed to make them liable. The hon. member said a board could only be held liable to the extent of the funds it had in hand, but the bill authorised them to levy a rate, and, if they refused to do so, it was a question whether a *mandamus* might not be obtained to compel them to carry out the powers entrusted to them, and pay their debts.

THE ATTORNEY GENERAL (Hon. C. N. Warton) saw no great objection to the amendment, provided the liability of the board was not touched. So long as a member of a board was acting within the compass of authority derived from the board, he thought that member might be exempted from individual liability. There were three separate questions dealt with in this clause, and he thought it was desirable they should be dealt with separately, if possible—(1) the liability of members personally; (2) the liability of the board; and (3) the extent of the board's liability.

MR. PARKER said the members of the board constituted the board. The board was not a corporation, and therefore it could not be sued; and if they were going to relieve the members from all liability, who were they going to sue? [THE COMMISSIONER OF CROWN LANDS: Sue the chairman.] They couldn't sue the chairman except on behalf of the board and in the name of the board. That was only to save the insertion of seven or eight names in a writ of summons. They could not sue him personally, nor any member of the board if the clause passed as it stood; and the board could not be sued in its corporate capacity, because it was not a corporation.

MR. KEANE said that very often a member of a board was deputed by the board to execute certain work—supposing an accident happened from the negligence of that individual member, who was going to pay for it? Would the board have to pay, or would that individual member be liable?

THE ATTORNEY GENERAL (Hon. C. N. Warton) said if any member of a board were deputed by that board to carry out a particular work, or to do a particular thing, so long as he kept within the instructions given to him by the board he would not be personally liable if this clause were carried. But he could quite see a case where a member of a board, who did not keep within his instructions but acted upon some fantastic freak of his own, might become personally liable. The true principle was this: so long as a member strictly carried out the instructions given to him by his board, and did not deviate from his duty to the board, he should not be held responsible for the natural consequences of his act.

The amendment moved by Mr. Parker was put and passed.

MR. PARKER said he had no objection now to the next part of the clause, dealing with the liability of the board itself, in cases of culpable negligence; but he certainly objected to the proposed limit of £50. He thought that having protected the members of the board, and the board itself, as they had done, they ought to strike out this part of the clause. If they were going to limit all proceedings against these boards to £50, including costs, virtually the effect would be that no action against a board could be brought in the Supreme Court, nor in an inferior court without the plaintiff running the risk of being mulcted in his own costs.

THE ATTORNEY GENERAL (Hon. C. N. Warton) said this part of the clause was intended as a sort of rough and ready compromise, some hon. members thinking that the boards ought not to be liable at all, while others thought their liability ought to be unlimited. The Government therefore thought this would be a fair compromise to meet these two contending views. It must always be borne in mind that these boards had only limited and slender means, and the Government did

not wish to see them crushed by having actions brought against them for large amounts, altogether beyond their means.

MR. SHOLL said if a board, by its own culpable negligence, caused a serious accident, resulting in heavy damage, it ought not to be relieved from liability any further than a private individual. It was all very well to say they might not have sufficient funds to pay these damages; they had machinery placed at their disposal for raising funds. All that was asked of them was that they would exercise reasonable care. He moved that the words: "Provided further that in no action brought against the Board shall a larger sum be recovered than £50, including costs."

MR. SHENTON thought the amount ought to be limited to £50, exclusive of costs, not including costs.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest): We will meet you there.

MR. RICHARDSON said the way he looked at it was this: the clause evidently contemplated the occurrence of some accident, and some serious damage to limb or property—possibly loss of life, and the question was who was to suffer? The board through whose default the injury was caused, or the innocent party injured? Probably £50 might not cover one-fourth of the damage caused, and who was to be the sufferer? They had limited the liability of the boards to cases of intentional negligence, and, if that was proved against them, he thought they ought to be made to bear the consequences.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said they must not forget the circumstances of this colony. These boards had jurisdiction over thousands of square miles, and they only had a few hundred pounds at their disposal to do all they had to do; and, unless they were protected to some extent, the whole of their funds would be eaten up in damages. It must be borne in mind that this was not limited to one action; there might be a dozen actions brought against a board, and all that was here provided was that in no single action should the amount recovered exceed £50.

The amendment moved by Mr. SHOLL, to strike out these words, was then put, and, upon a division, the numbers were—

Ayes	...	...	12
Noes	...	...	8
Majority for		...	4

AYES.	NOES.
Mr. H. Brockman	Hon. Sir M. Fraser, K.C.M.G.
Mr. E. E. Brockman	Mr. Harper
Captain Fawcett	Mr. Pearse
Mr. Horgan	Mr. Shenton
Mr. Keane	Hon. Sir J. G. Lee Steere, Kt.
Mr. Marmion	Hon. C. N. Warton
Mr. Parker	Hon. J. A. Wright
Mr. Randell	Hon. J. Forrest (*Teller.*)
Mr. Richardson	
Mr. Scott	
Mr. Venn	
Mr. Sholl (*Teller.*)	

Clause, as amended, put and passed.

Clause 54—Dealing with compensation for injury done, by reason of a board entering upon freehold land for road-making purposes:

MR. RANDELL (in the absence of Mr. Morrison) moved to insert after the word "cemetery," in the 17th line, the words: "nor shall injure or damage any dwelling-house, church, or other permanently constructed building." These words were in the old Act, and he thought it was right and proper they should appear here.

Agreed to.

Clause 55—Dealing with alienated land taken by a board for the purpose of making a road:

MR. RICHARDSON said it would be seen by this clause that these boards, after giving certain notices, had the power to take up to one-twentieth of a man's location, for road purposes; but, if more than one-twentieth was taken, the board should pay the owner of the land such compensation, for any excess, as the Governor in Council might direct. That was only for the bare value of the land taken—nothing about the loss sustained by the owner through the severance of his land. He did not think that was enough, and he proposed to strike out all the words after "Crown" in the 18th line, down to the word "direct," in the 20th line, and substitute the following additional proviso: "Provided also that if the remainder of the land comprised in the location as originally granted by the Crown or held under conditional rights

"of purchase from the Crown shall be "damaged, injured, or deteriorated in "value, by reason of severance caused by "any board taking any land for the pur- "poses aforesaid, or either of them, to an "amount which, together with the value "of the land resumed by the board, shall "exceed one-twentieth of the value of "the whole location or of the whole block "of land held under conditional pur- "chase, the board taking the land shall "pay to the owner of such remainder of "such land such compensation in respect "of such excess as the Governor in "Council may direct." This power of taking one-twentieth was the power reserved by the Crown in all deeds of grant, but he thought it must be very doubtful whether it was ever contemplated that the Crown in resuming that one-twentieth had a right, without compensating the owner, to injure the remainder of his land. It appeared to him the Crown was simply entitled to one-twentieth of the land, and nothing more; and if it caused any further loss it was bound to pay compensation. He thought it was very much like the case of Shylock and his "pound of flesh." The Jew was entitled, by his bond, to a pound of the merchant's flesh, but, as Portia said, the bond did not entitle him to one jot of Christian blood. It was the same here: the Crown was entitled to one-twentieth of a man's land, but, if in taking that one-twentieth it caused him further injury it was liable, or ought to be liable; and that was the object of his amendment.

THE ATTORNEY GENERAL (Hon. C. N. Warton) said that the hon. member was wrong in his law. It was a popular delusion that the law as expounded by Portia was good law; as a matter of fact it was not. It was bad law to lay down that, Shylock being entitled to his pound of flesh was bound to take it without spilling a drop of blood. That would be a physiological impossibility; and, though it may not have been "so nominated in the bond," Shylock, in taking his pound of flesh, could not be held legally liable for the natural consequences of his act. Portia's law therefore was bad; and the hon. member's law, being Portia's law, was equally bad. When a grant was made from the Crown, and one of the conditions of that grant was that one-twentieth of it might be resumed by the Crown, the necessary consequences of that resumption were clearly intended. The Crown could not take this one-twentieth without severing the land, any more than Shylock could take his "pound of flesh" without shedding "a drop of Christian blood." Every contract involved everything that was necessary for the completion of that contract; and when the Crown resumed one-twentieth of a man's land, and, in doing so, split the land in half, there was no compensation for that severance.

MR. KEANE said if the law of Portia was bad, the law of the Crown was worse, and what they wanted was to amend that law. He thought that, on principle, the owners of land should be protected from this injustice.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said the objection he had to the amendment was that it made the clause so complicated, and difficult to work. In the first place it would necessitate the whole of a man's estate being valued. The words of the amendment were, in the event of any damage caused by severance "to an amount which, together with the value of the land resumed by the board, shall exceed one-twentieth of the value of the whole location," the board shall pay compensation. The value of the whole location would have to be ascertained; and he did not see how they were going to do that, unless they appointed valuers, who, of course, would have to be paid. That was a difficulty which they would have to face. He did not suppose, however, there would be many cases where this provision would ever come into operation, for it was not likely that a road board would want to take more than one-twentieth of any man's land, and the probability was the amount of compensation that would ever be payable under this clause would be very small; otherwise it would certainly be a most dangerous clause.

On the amendment being put, a division was called for, the numbers being—

Ayes	...	...	13
Noes	...	...	4
Majority for		...	9

Ayes.	Noes.
Mr. H. Brockman	Hon. Sir M. Fraser, K.C.M.G.
Mr. E. K. Brockman	Hon. C. N. Warton
Mr. Horgan	Hon. J. A. Wright
Mr. Keane	Hon. J. Forrest (*Teller.*)
Mr. Parker	
Mr. Pearse	
Mr. Randell	
Mr. Scott	
Mr. Shenton	
Mr. Sholl	
Hon. Sir J. G. Lee Steere, Kt.	
Mr. Venn	
Mr. Richardson (*Teller.*)	

Clause, as amended, adopted.

Clause 70—Board may remove gate, with the approval of the Governor:

Mr. RICHARDSON moved that the following words be added: "Provided "that such approval shall not be given "until a period of two months shall have "elapsed from the date of the owner "being served with notice to remove such "gate."

Agreed to.

Clause 97 (as amended)—"The whole "of the ordinary income of any district, "from whatever source accruing, shall be "applicable solely to doing or carrying "out those things which by this Act the "board is empowered or required to "do or carry out."

The ATTORNEY GENERAL (Hon. C. N. Warton) said he had two verbal amendments to submit, in this clause. It might be in the recollection of the committee that the clause as it originally stood provided for the expenditure by the boards of 3 per cent. of their income for other purposes than roads, but that clause was struck out, and, on the motion of His Honor the Speaker, the clause as it now stood was subsequently inserted. He thought the word "ordinary" ought to come out. [The Hon. Sir J. G. Lee Steere: It is the hon. gentleman's own word.] That might be so. One's evil deeds always recoiled on one's self. The 81st clause defined what the "ordinary income" of a board should consist of; but there might be cases in which some public benefactor of his district might make a money present or a bequest to a board, and he thought it was desirable to provide that the income of the board from all sources, ordinary and extraordinary, should be applied solely to carrying out the purposes of the Act. He therefore moved that the word "ordinary" be struck out.

The Hon. Sir J. G. LEE STEERE pointed out that according to the 81st clause "voluntary subscriptions of money" constituted part of the "ordinary income" of a board.

The ATTORNEY GENERAL (Hon. C. N. Warton) said that "voluntary subscriptions" did not cover bequests.

Amendment agreed to.

The ATTORNEY GENERAL (Hon. C. N. Warton) also moved to insert, before the word "any," in the first line, the words the "road board of."

Agreed to.

Clause 106—Publication of notices:

Mr. RANDELL thought the words "by posting the notice in some conspicuous part of the office in the district of the Resident Magistrate," were not sufficiently explicit. Did they refer to the office of the Resident Magistrate, or to the office of the board in the district of the Resident Magistrate? A Resident Magistrate might have more than one office in the same district.

Mr. SHENTON said the Resident Magistrate of the Toodyay district had three offices, one at Newcastle, one at Victoria Plains, and one at Northam.

The Hon. Sir J. G. LEE STEERE thought it would be much better if these notices were posted on the door of the board's place of meeting. Persons interested in road matters would always go there to look for these notices.

The COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) moved to strike out all the words of the last line of the clause, and insert the following: "the road board's office of the district, or the office of the Resident Magistrate."

Agreed to.

Clause 107—Informality or invalidity of an election:

The COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) moved to strike out this clause, and to insert another one, which, he said, was fuller and more explicit.

New clause adopted, *sub silentio*.

Mr. RANDELL said he should like to ask the Attorney General, before the bill was reported, whether in all cases where certain things were directed by the bill to be done by the chairman of a board, or the Resident Magistrate of a district, the same provisions applied to those holding acting appointments?

The ATTORNEY GENERAL (Hon. C. N. Warton): Certainly.

Bill reported with amendments.

CEMETERY CLOSURE BILL.

Read a third time and passed.

SUPPLEMENTARY LOAN BILL.

Read a third time and passed.

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

LEGISLATIVE COUNCIL,

Friday, 30th November, 1888.

Midland Railway: Resumption of work—Reward for Gold discovery in the Eastern Districts—Duties of Mr. Charles Lee Steere, Assistant Clerk of the Council—Appropriation Bill: second reading—Law of Distress Amendment Bill: in committee—Sand Drift Bill: second reading—Newspaper Libel and Registration Amendment Bill: second reading—Ecclesiastical Grant: Gradual reduction of—Adjournment.

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

PRAYERS.

RESUMPTION OF WORK ON THE MIDLAND RAILWAY.

MR. HARPER asked the Colonial Secretary if the Government possessed any information with regard to the resumption of work on the Midland Railway, and what steps they proposed to take should the resumption of this work be further delayed?

THE COLONIAL SECRETARY (Hon. Sir M. Fraser) replied: It would appear from a telegram received yesterday from the Crown Agents that the financial arrangements in connection with the Midland Railway are not yet completed. It does not rest with the Government to take any steps at present, as clause 12 of the contract allows four years, expiring on the 27th February, 1890, for the construction of the first hundred miles of the railway.

REWARD FOR GOLD DISCOVERY IN THE EASTERN DISTRICTS.

MR. HARPER, in accordance with notice, asked the Colonial Secretary whether any steps had been taken towards paying a reward for the discovery of gold in the Eastern district, to the prospectors Messrs. Colreavy and Huggins, and, when would the Government—having proclaimed the Yilgarn Goldfield—be in a position to act in the matter.

THE COLONIAL SECRETARY (Hon. Sir M. Fraser) replied that the Government did not consider that any claim for a reward for the discovery of gold in the Eastern District could be entertained until it had been conclusively proved that the goldfield was payable. As this had not yet been shown, no steps had been taken in the matter.

DUTIES OF MR. C. LEE STEERE, AS ASSISTANT CLERK.

MR. HORGAN asked the Colonial Secretary, whether Mr. Steere, a clerk in the Colonial Secretary's Department, and also a salaried Clerk of this House, had a substitute to do his work in the Colonial Secretary's Department while he was attending the day sittings of this House; and if so, were both paid?

THE COLONIAL SECRETARY (Hon. Sir M. Fraser) replied that Mr. Steere had no substitute, but himself overtook, after office hours, any work which might have accumulated during his attendance in the House.

THE CHAIRMAN OF COMMITTEES said he might be allowed to add that taking one session with another, the House seldom had more than one day-sitting a week, and whenever there had been any pressure of work in the Colonial Secretary's Department, requiring MR. Steere's presence, there had been no difficulty in dispensing with his services in the House. He thought the House was under an obligation to the Colonial Secretary's Office for giving it the services of so willing and assiduous an officer as the present Assistant Clerk.

APPROPRIATION BILL, 1889.

THE COLONIAL SECRETARY (Hon. Sir M. Fraser) moved the second reading of this bill, without comment.

Motion agreed to.

Bill read a second time.