# Legislative Council.

*Tuesday, 1st December, 1925.*



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

## QUESTION—MINING, GOLDEN MILE.

*Royal Commission's Recommendations.*

Hon. J. W. KIRWAN asked the Chief Secretary:—Have the Government taken any action, or do they contemplate taking any action, on the recommendations contained in that paragraph of the report of the Royal Commission on Mining, which points out that the geological survey work of the Golden Mile urgently requires bringing up to date, and urges—(1) that plans are needed showing all the pre-occurrences with their strike, etc., and sections at suitable intervals across the belt illustrating the dip of the various ore bodies, and the effect on them of intrusions; and (2) that a compilation plan of all the mines on the field is essential, showing at any rate the principal mine workings and all developments.

The CHIEF SECRETARY replied: The underground Geological Survey of Kalgoorlie is at present in hand, and has been for some time. The work is being carried out in the field on the lines set out in the question asked by the hon. member.

## MOTION—ABATTOIRS ACT.

*To Disallow Regulations.*

Order of the Day read for the moving by Hon. J. Nicholson of the following motion:—

That the revised regulations under the Abattoirs Act, 1909, laid on the Table on the 18th November, be and are hereby disallowed.

**HON. J. NICHOLSON** (Metropolitan) [3.7]: I move—

That this Order of the Day be postponed until Tuesday next.

I have made arrangements to interview the Minister concerned, with a view to seeing whether this matter can be satisfactorily settled in the meantime.

Motion put and passed.

## PAPERS—ROAD CONSTRUCTION.

*Federal Grant of £250,000.*

On motion by Hon. H. STEWART ordered: That there be laid on the Table all reports and papers relating to (a) the schedule of proposals (set out on page 25 of Public Works file 1851/25) for the expenditure of Western Australia's quota of the Federal road grant of £250,000, and (b) the programme of work set out in the memorandum to the Engineer for Roads and Bridges dated the 21st October, 1925 (page 32 of the same file).

## BILL—INDUSTRIAL ARBITRATION ACT AMENDMENT.

*In Committee.*

Resumed from the 22nd October; Hon. J. W. Kirwan in the Chair, the Chief Secretary in charge of the Bill.

Postponed Clause 2—Amendment of Section 4 of the principal Act:

The CHAIRMAN: An amendment has been moved by Mr. Lovekin for the insertion in proposed Subsection 6 of a paragraph dealing with canvassers for industrial insurance as follows:—

"The term includes canvassers for industrial insurance whose services are remunerated wholly or partly by commission or percentage reward."

For the purposes of this paragraph, the word "Canvassers" means persons wholly and solely employed in the writing of industrial insurance business, and/or in the collection of premiums at not longer intervals than one month in respect to such insurance, but does not include any person who directly or indirectly carries on or is concerned in the carrying on or conduct of any other business or occupation in conjunction or in association with that of industrial insurance.

Hon. W. H. KITSON: I move—

That the amendment be amended by striking out all the words after "persons" and inserting in lieu:—"Engaged in industrial

insurance, whose services are wholly devoted to life and accident assurance business in the interests of one company, and are remunerated wholly or partly by commission or percentage reward."

Mr. Lovekin's amendment would create considerable inconvenience to all concerned. My object in moving this further amendment is to make the proposed subsection as convenient as possible for the companies and the employees affected.

Hon. J. Duffell: On a point of order, can an amendment be amended until it has become a substantive motion?

Hon. A. Lovekin: It is the subject of a motion now.

Hon. J. Duffell: No. It is only a proposed amendment to the clause, and Mr. Kitson's is an amendment on that amendment.

The CHAIRMAN: I rule that it is competent to move an amendment on an amendment.

Hon. J. J. HOLMES: I am opposed to Mr. Lovekin's amendment, and also to Mr. Kitson's amendment on that amendment. I have listened to members for hours on this subject, and have not spoken on it until now. The point I cannot let pass is that we are asked to introduce an entirely new principle. I understood that the Arbitration Court was established to fix hours of labour and rates of pay, but here is a novel principle to fix rates of pay without any reference whatever to hours of work.

Hon. W. H. Kitson: There is nothing novel in it.

Hon. A. Lovekin: The court has not yet been given a chance to fix the hours.

Hon. J. J. HOLMES: Mr. Lovekin is only trying to sidetrack. There are no hours to fix. The men canvass from door to door, and are their own masters, going out on Monday morning and reporting on Friday night.

Hon. W. H. Kitson: What about the inspectors?

Hon. J. J. HOLMES: If Mr. Lovekin had his way, the canvassers would collect their money whether they earned it or not. They may be working part of the day and idling part of the day. They are sent out to collect money, and are paid according to the amount they collect. We have had all sorts of hearsay statements, but were it not for the transfer of books the companies could not extend their business. A transfer of books takes place only when there is too much work for one man to do. It is here proposed that when a canvasser has created a number of clients for the company, he shall have a monopoly as to the business of those clients. The business created is that of the company, who have paid for its creation. The proposed amendments would place the companies in a false position.

Hon. A. Lovekin: A canvasser is only paid on commission. He cannot earn his pay unless he collects it.

Hon. J. J. HOLMES: Mr. Lovekin's proposal is that the canvasser shall receive a minimum salary.

Hon. A. Lovekin: No.

Hon. J. J. HOLMES: Mr. Lovekin may humbug other people, but he cannot humbug me. There is no hope of fixing specific hours for canvassing. The proposed departure is dangerous.

Hon. J. DUFFELL: Just prior to the reporting of progress on Thursday evening I was speaking on this subject, and I now wish to add that the deputation of canvassers did seem to show cause for complaint, notwithstanding that some of the canvassers earn very fair wages indeed. The contention of the companies is that when a canvasser works up a round that returns him £4 or £5 a week, he is less inclined to get new business. Ostensibly on this account, the company take away a part of the round built up by the canvasser, and in that way he is kept hard at it to bring in new business, so that he may get a reasonable return. Industrial canvassers are not allowed to take on any other form of insurance, such as life or endowment.

Hon. A. J. H. Saw: That is not true.

Hon. J. DUFFELL: It has been stated, and has not been contradicted. Mr. Kitson's amendment on the amendment proposes to meeet that difficulty. If we are in earnest regarding the proposal of the Bill for round-table conferences, why should we refuse to allow these canvassers to come in? The dispute is of the very class the Bill seeks to provide for. It is true that the manager of a company brought along a book and gave certain figures, and stated that the information given by the canvassers was not correct. He asserted that the majority of the canvassers were earning £6 per week. However, that is only an ex-parte statement. The figures were not supplied to us to be used here—of course without disclosure of names—in which case the true position would have been placed before the House.

Hon. A. J. H. Saw: Your information is erroneous.

Hon. J. DUFFELL: Until it is proved erroneous I shall accept it. I support Mr. Kitson's proposal.

Hon. J. EWING: Though I have not heard the whole discussion, I am somewhat astonished at Mr. Lovekin's departure from his attitude of last session. He was then entirely opposed to permitting industrial canvassers to approach the Arbitration Court. Now he seems to be in a dilemma. According to Mr. Kitson, 12 or 14 canvassers met some members of the Council during the week before last. The representatives of the insurance companies, however, numbered only two. I understand that the company having the biggest business in industrial insurance was not represented at all. I do not know how many industrial agents there are in the State. There must be at least 150 or 200.

Hon. J. J. Holmes: Nearer a thousand.

Hon. J. EWING: If that be so, how can a dozen canvassers say what the remainder will do? Perhaps the opinions of 80 or 90 per cent. of those engaged in this work were not voiced at the meeting. I have been credibly informed that the great bulk of the industrial canvassers do not want this provision and if they are compelled to go to the Arbitration Court they may get a wage lower than that they are earning now. Under existing conditions the canvassers can engage in other work and augment their salary in a hundred and one ways. That will all be stopped if Mr. Lovekin's amendment be agreed to, for under it these men will have to come down to a lower level.

Hon. H. Seddon: Then why are the companies opposing it?

Hon. E. H. Gray: They would not oppose it if it meant a lower wage.

Hon. J. EWING: The companies oppose it because it will interfere with their business. Last session Mr. Lovekin told us that he did not believe that these men should be allowed to go before the Arbitration Court because it was such an intricate business. I do not understand it and I do not think many hon. members understand it at all. It requires years of study to understand it. If these men went to the Arbitration Court the basic wage would not be more than £5 a week, which would mean that the great majority of the men would be worse off than they are to-day seeing that the bulk of them are earning £6 or more.

Hon. W. H. Kitson: That is not correct.

Hon. J. EWING: I have had the figures before me.

Hon. E. H. Gray: You have bad information.

Hon. J. EWING: It is not bad information, and the hon. member knows it is true.

Hon. E. H. Gray: I do not.

Hon. J. EWING: The great majority are getting £6 a week and some are getting as much as £10 a week or more. This type of insurance work depends largely upon the energy and determination of the individual agent. Those who are doing well are the competent men, while the others are, as it were, the drones. It is improper for hon. members to interfere with work that is proceeding satisfactorily as between the canvassers and the companies. I have been in a room when similar gatherings to that referred to by Mr. Lovekin have taken place, and I know that one cannot hear oneself speak. One does not know what is going on; it becomes a babel. As a matter of fact I am tired of the lobbying that is going on in Parliament. I do not believe in it. We do not come here as delegates but are here to exercise our judgment and do what we consider right.

Hon. A. Lovekin: You do not want knowledge!

Hon. J. EWING: It is right to get information, if necessary, in the proper way.

Hon. J. M. Macfarlane: Eleventh hour information is no good to you!

Hon. J. EWING: Of course it is, and I will see that I get it if I want it, but I will not be a party to the lobbying that is going on now. It reduces members to the level of delegates. Some reference was made to a select committee.

Hon. J. Duffell: Do members exercise their judgment when appointed to act as a select committee, or do they act on the evidence before them?

Hon. J. EWING: The hon. member has done excellent work on select committees and he knows that the difference between the work of a select committee and what Mr. Lovekin referred to, is the difference between chalk and cheese. With a select committee there is a chairman and the evidence is obtained in a proper and orderly manner by way of questions. In the instance under review and similar instances before, the proceedings were not to the credit of members of Parliament. If it is

desired to delay the operations of this portion of the Bill, members can strike out the clause after voting both the amendments out. The question could then be dealt with perhaps next session, by a select committee. If a canvasser has a £40 book, I am told that it means about £6 a week to him and that if he has that income it is an incentive to him not to busy himself to get new business. It therefore becomes necessary to cut down the book. I am told that a £20 book means about £3 a week to the agent. That is not enough and therefore there is the inducement for the agent to get new business.

Hon. T. Moore: You want the spur to him.

Hon. J. EWING: The man with a big book earning a big income tends to become idle and does not push the business. The companies do not wish to remain stagnant, but rather to extend their operations. If we alter the definition of "worker" so as to cover industrial insurance agents, we will place the men in a worse position than they are in to-day. I want to leave the incentive for a man to be energetic and that system will break down if we agree to the amendment. I will not be a party to it.

Hon. A. J. H. SAW: Of the two amendments I think that of Mr. Kitson is to be preferred; it will lead us somewhere, whereas Mr. Lovekin's amendment will lead us practically nowhere, although it will inflict a great deal of harm on the industrial canvassers. It is a matter for great that the celebrated deputation came to Parliament House and interviewed certain members. I do not know on what principle those members were asked to be present. I was not invited. It is a pity that such meetings are held, because those responsible for arranging them and who act as the spokesmen, as did Mr. Lovekin, are apt to form conclusions on erroneous information. Mr. Lovekin told us that the amendment was instigated by the information he derived at that meeting.

Hon. J. Duffell: In all fairness to Mr. Lovekin it should be stated that he only chanced to be there. He did not invite them.

Hon. A. J. H. SAW: Then the gathering was one of those extraordinary things that happen fortuitously.

Hon. H. Stewart: He invited the managers.

Hon. J. J. Holmes: Yes, Mr. Lovekin said he invited the managers to meet the men.

The CHAIRMAN: Order! Dr. Saw has the floor.

Hon. A. J. H. SAW: There are so many interruptions that one is apt to confuse one's arguments. As a result of this deputation, Mr. Lovekin came here with what purports to be conclusive authority for his statements. It is not like information derived in open court.

Hon. A. Lovekin: That is not quite correct.

Hon. A. J. H. SAW: The position is not analogous at all. It is very unfortunate that these meetings take place because this one has given rise to certain erroneous statements, irrelevant to the real issue before the Committee. As these erroneous statements have been made, I took the trouble to collect information which undoubtedly refutes some of that which Mr. Lovekin obtained, and which actuated him in moving his amendment.

Hon. A. Lovekin: Were the men there as well as the others?

Hon. A. J. H. SAW: I will give the Committee my authority for the statements I will make and it will be for hon. members to dispute or disprove them. For the last 20 years I have been the principal medical officer for the A.M.P. Society which deals with industrial business. My department does not bring me into contact with it to any considerable extent, except indirectly when certain cases come before me for revision. Having been with the company for so long I have acquired from hearsay and from statements in the office, certain facts connected with the business that cannot be common property to most members. In view of the statements made by Mr. Lovekin I sought the assistance of the management of the A.M.P. Society to ascertain whether they were true as regards that society. The information I am going to give relates to only the A.M.P. Society. Various statements have been made as to the average earnings of the canvassers. The earnings vary according to the capability of the canvassers, who to a large extent are working on commission. Even in regard to collection, scope for energy comes in. The average earnings of the canvassers for the A.M.P. on industrial insurance is just over £5 weekly. That is what they make, including an occasional life policy.

Hon. H. Stewart: Is that for any particular period?

Hon. A. J. H. SAW: For the last financial year. The company has 44 canvassers, and the four highest weekly sums earned for the 11 months ended 23rd November, 1925, have been £9 12s. 11d., £8, £7 12s. and £6 2s. These figures are for industrial insurance plus what a canvasser earns in the course of his routine business by getting an occasional life policy.

Hon. E. H. Harris:: How much can he earn on industrial insurance alone?

Hon. A. J. H. SAW: He earns what I have quoted, including an occasional ordinary life policy. The lowest weekly sum earned by any canvasser during the past 11 months was £3 9s. I understand that canvasser was ill part of the time, and also struck bad luck inasmuch as certain of his clients dropped out. The next lowest sum earned per week was £3 18s., the next £3 18s. 1d., and the next £3 19s. 7d. Then there is the matter of the debit books. When a man's book reaches a certain number, the company claims the right to reduce it to a minimum of 20. That right is not always exercised. Although apparently unfair, the system is not as unfair as has been misrepresented here. The object of the company is to expand its business. Thus the most important part of its business is new business, and so these canvassers are given these debit books. During the strike it was asked and conceded that a debit book should have a minimum of 20. This collecting is based on 3s. in the £, and so on a debit book of 20 a canvasser is paid £3 weekly, which he can earn without writing any new business. It is estimated that the work of collecting that debit book will occupy the canvasser for 2½ days, leaving him three days in which to canvass for new business, which the society claims to be the most important part of his work. Every time he secures a new client he is paid a commission of 15 times the weekly premium to start with, and if the insurance is kept in force for three months he is paid another nine times the weekly premium.

Hon. E. H. Harris: What if the insurance is dropped at the end of three months?

Hon. A. J. H. SAW: Then, I think, the canvasser has to refund the money. I am not sure about that. The number of 20 in a book is not adhered to exclusively; some of the A.M.P. canvassers have 30 in their debit books. It would seem hard that a debit book of 30 should be reduced to were it not provided for in the agreeme signed by the canvassers. I ask Mr. Lov kin and Mr. Kitson, is it provided for the agreement signed by these men wh they take up the work?

Hon. W. H. Kitson: Not in that way.

Hon. A. J. H. SAW: I had from certa members an intimation that there was in t agreement no clause giving the company th right, and that the companies were exerc ing it arbitrarily. I gather that was i formation secured by certain members the so-called conference. I have here copy of the agreement, Clause 4 of whi reads as follows:—

The agent's debit may be reduced, r arranged and/or consolidated at the discreti of the society.

Hon. A. Lovekin: That is not Clause of the copy I have here of the A.M. Society's agreement.

Hon. A. J. H. SAW: It is here in t one I have.

Hon. A. Lovekin: Well, it is not in th one.

Hon. E. H. Harris: Which is the corre one?

Hon. J. Duffell: They keep one for t doctor and another for the men.

Hon. A. J. H. SAW: That is a very u fair remark to make, and I take exceptio to it.

Hon. J. Duffell: Well, here are two agre ments; which is the correct one?

Hon. A. J. H. SAW: This is the one asked for and obtained to-day.

Hon. J. Duffell: And this other is th one the men sign.

Hon. A. J. H. SAW: At all events, i this agreement the reduction is provide for. Mr. Lovekin referred also to a certai collector who includes in his district the sul urb of Applecross. That collector told th committee that the total amount he cou earn per week was £6, out of which he ha to keep a horse and trap. On inquiry I fin that that collector's district is East Fr mantle and Palmyra, that he chooses to liv in Perth and, because of that, he has to kee a horse and trap. Since he goes from h home to his district via Applecross he re tains, at his own request, some four clien at Applecross. Then again, instead of £ being the greatest amount he can earn in week, I find that his average weekly earn ings during 1924 were £7 2s. 7d., and tha

his average for the last 11 months has been £8 per week. It was on erroneous information such as was submitted by this collector that Mr. Lovekin brought forward this amendment.

Hon. W. H. Kitson: How do you account for that collector being anxious to get this amendment?

Hon. A. J. H. SAW: Perhaps he thinks that under it he will earn more. However, if the canvassers go before the Arbitration Court, a large percentage of them will find themselves out of work; for if the basic wage be fixed at, say, £5 and some of the canvassers are unable to earn it, the company will have no recourse but to dismiss them. That is what has happened in Queensland. There a great number of agencies have been closed down and the number of men employed has been reduced. I was asked how much the canvassers earned through having the privilege of doing ordinary life insurance business while doing industrial insurance. The amount of ordinary business written by Western Australian industrial department agents in 1924 was £46,600, that being the sum insured, on which the agents received a commission of 1 per cent. Therefore the agents between them received a sum of £466 as a result of their work in introducing ordinary insurance business.

Hon. H. Stewart: Between how many agents would that have been divided?

Hon. A. J. H. SAW: There are 44 in all, but some of them do not seem to apply themselves to ordinary insurance business.

Hon. J. M. Macfarlane: Do they work outside the life insurance business?

Hon. A. J. H. SAW: Some of them do work for fire insurance companies and others collect rent. The collecting of their premiums occupies 2½ days a week and they have three days in which to do as they like, though during the three days they are expected to canvass for new business. Parliament has endeavoured as far as possible to extend to all classes of people the privilege of going to the Arbitration Court. When former Bills have been before us, it has been proposed that this privilege should be extended to insurance agents, but there were always two objections. The first was that these men were agents working on commission, and over them the company had very little control as to the hour at which they started or the hours they worked. They had only to report the nature of their business on the Friday, and it was contended that it would be difficult to bring such men under an award of the court. A still greater objection was that many of the agents did not work exclusively for one company, but had the right, and actually did work, in other walks of life. That always seemed to me to be a valid objection. The amendments of Mr. Lovekin and Mr. Kitson would remove that objection. Whether the provision will be in the interests of the men, I do not know, but I am inclined to think that in the long run it will not be. The men, however, have formed a union, and that intimates their desire to go before the court. Consequently there remains only the one objection, on principle, that the men are working their own times and on commission. Thus, it would be difficult for the court to fix an award. I shall adopt the attitude that, as the men have shown a wish to go before the court, it is for the court to devise means whereby these canvassers can earn a living wage and secure the benefits of arbitration. Whether that will be possible, I do not know. I fear that the best men will find it a double-edged sword. I am sure the best insurance agents do not want it, but a majority do want it, and that being so I shall vote for Mr. Kitson's amendment.

Hon. J. E. DODD: We should get back to the Bill. All the other clauses seem to have been subordinated to the provision for including insurance canvassers. I am inclined to agree with Dr. Saw, that it would be better to leave the Bill as it stands and allow the court to see whether it can embrace canvassers. If the canvassers are making the money that the companies say they are making, the companies have nothing to fear. Evidently the canvassers desire to come under the Act, and why not let them have the same advantage that other workers enjoy? I feel inclined to oppose both amendments.

Hon. A. LOVEKIN: Mr. Ewing suggests that members should not make inquiries before coming to the House.

Hon. J. Ewing: I did not suggest that.

Hon. A. LOVEKIN: If the hon. member did not suggest it directly, he did so indirectly. Last session a similar provision appeared in the Bill, and several of us were impressed by the arguments of Mr. Kitson. During a little informal conversation it was suggested that we might endeavour to think

out a clause that would meet the case, but nothing was done last session. This session we tried to evolve a clause to meet the situation. Mr. Kitson approached me and said he would like to bring some of the canvassers to meet me. I said, "I shall not see one side only. If you bring some of the men, I will see one or two of the managers, and if both sides would attend together, I would be prepared to listen to them." Mr. Kitson agreed to that. Both sides attended, and a few members had a chat with them and obtained what information they could. I suggest that it is quite proper for members who are putting up a case to Parliament to come fortified with information.

Hon. H. Stewart: It is most improper, because it is not a free interchange of opinion.

Hon. A. LOVEKIN: It is certainly more proper than the attitude of some members who simply go to one side, get figures that are not open to criticism by the other side, and bring them before us as authoritative. It is better to have a chat with both sides and bring the information here so that members may criticise it. My complaint is that other members did not go to both sides, as I did.

Hon. A. J. H. Saw: You did not give us an opportunity.

Hon. A. LOVEKIN: The hon. member had the same opportunity as I had. When I told the Committee in all good faith what had happened, other members did not go to both sides to obtain information. They said, "We shall see only one side. Here is the set of figures." One of the managers brought me a set of figures showing the names of the canvassers, and I asked for a copy so that I might check them. I was apparently the only member who was not supplied with the figures until the day after the debate occurred in this Chamber.

Hon. J. J. Holmes: The whole trouble arises from a desire on your part to please everybody, and it is impossible to do that.

Hon. A. LOVEKIN: No, the whole trouble is that I have acted on the good old maxim of British law to hear both sides before forming a judgment. That is all I have done. If any member complains of that and wishes to form a judgment after hearing one side only, I leave him to that view, but still hold my own view. Dr. Saw has read an agreement. I have a copy of an agreement of two companies. One is with the A.M.P. Society, Clause 4 of which Dr. Saw has read.

Hon. J. J. Holmes: Which Mr. Duffell said was signed, and is not signed.

Hon. E. H. Harris: He suggested that it was a copy of the one the men had signed years ago.

Hon. A. LOVEKIN: This is a copy of the agreement that they told us they had signed, but Clause 4 of it does not agree with Clause 4 as read by Dr. Saw. If Dr. Saw has a later agreement, I am not responsible for that.

Hon. J. J. Holmes: Why did not your men produce the latest agreement?

Hon. A. LOVEKIN: That is one of the complaints; I am told the men do not get a copy of the agreement they sign. This agreement came from the society, as also did the second agreement, that of the Mutual Life and Citizens' office. If a lawyer went through the agreements, he would find that, although they set out that the relationship of the parties was not that of employer and employee, the conditions imposed in the agreement are those of employer and employee and not those of agent and principal. I wish to give the canvassers an opportunity to go to the court because it seems unfair that a man working on commission should have it held out to him that when he gets new business he will receive 15 times the premium straight out, and that if the person insuring does not fall out in another three months, he will receive nine times the premium, but that if the person does fall out, the agent will be debited with the liability. In addition, it is held out to the agent that he shall receive 12½ per cent. for collecting the premiums from week to week. The collection of 1s. a week from scores of different persons must take up a great deal of the time of these agents. It is most unfair that a company should knock £10 off a man's book because it has reached certain figures. Mr. Kitson's amendment includes more than canvassers who are on the bread line. I wish to confine myself to those who are doing industrial business only. The average earnings of these men is about £4 a week, which is not a sufficient wage for them.

Hon. A. J. H. Saw: If your amendment is carried, they will be put out of the business.

Hon. A. LOVEKIN: If some of the men are earning only £3 10s. a week, it might be a good thing if they did go out of it.

Hon. G. W. Miles: They do other work than that during the week.

Hon. A. LOVEKIN: They have to make 200 or 300 calls a week, and cannot have much of the week left to themselves.

Hon. W. H. KITSON: If these industrial insurance agents had not desired to approach the Arbitration Court this amendment would not have been brought down. I have been secretary to the association since 1918, and during that period its members have striven to get their industrial conditions regulated.

Hon. H. Stewart: How many members are there in the union?

Hon. W. H. KITSON: About 120.

Hon. H. Stewart: How many are doing the work?

Hon. W. H. KITSON: Between 145 and 150.

Hon. H. Stewart: How many are there in the different societies?

Hon. W. H. KITSON: There are approximately 90 agents employed by the T. & G., and in the metropolitan area the A.M.P. employ about 20. If these agents could get an award for £4 10s. a week, they would be perfectly satsified. Some of those who are receiving up to £6 a week are most keen on the inclusion of this clause in the Bill. The ordinary insurance agent will not be affected by my amendment. One clause of a company's agreement reads—

> Ordinary department (E); the agent is authorised, should opportunity offer while attending to industrial business, to receive proposals for not less than £100 from persons desirous of insuring in the ordinary department, provided always that such cases are not being worked up by the ordinary department agents. The office will take the necessary steps to secure the completion of such proposals after they have been received from the agent.

My amendment will be more satisfactory than Mr. Lovekin's. The statements I have made on this subject cannot be challenged by any impartial tribunal. The objection to the case being heard in open court would be overcome by an arrangement for it to be dealt with at a round-table conference.

Hon. J. J. HOLMES: The agreements produced by Dr. Saw and by Mr. Lovekin both read the same. The agreements provide for transfer of books. This is a storm in a teacup which has arisen from the fact that Mr. Lovekin did not read the whole of the paragraph in question.

Hon. H. STEWART: Mr. Kitson has made his case in a perfectly bona-fide way; but some of his statements, without the extra information which has been made available to members who have sought it, are open to a different interpretation. When I first read a mortgage I did not like its form at all, and it is the same with these agreements. Such documents frighten one if one does not know from experience that they will be interpreted reasonably. That is the position as regards these agreements. As a result of the conference called by Mr. Kitson, I was asked to seek other information; and I did so.

Hon. W. H. Kitson: Do you mean to say my statements are incorrect?

Hon. H. STEWART: Some of the matters on which Mr. Kitson based his statements are open to different interpretations. What he has said with reference to the remuneration of the canvassers is not fair information. I have here a statement based on taxation returns, and I am prepared to lay the statement on the Table of the House.

Hon. W. H. Kitson: Does the statement contain the names of the canvassers?

Hon. H. STEWART: It would not be fair to make the names available for public information.

Hon. T. Moore: The statement, then, is ridiculously worthless. I thought you had the names.

Hon. H. STEWART: I take the statement as bona fide and correct. It could easily be ascertained whether the men were employed during the year in question and whether those amounts were earned—without giving any names. The 53 canvassers in question were the only canvassers who worked for the company in question during the whole of that year. As regards the 20 books of canvassers who did not complete the financial year, it is well known that men frequently take on this work as a stop gap. Of the 73 men who Mr. Kitson states were employed by the company, 26 left the company's service, three were promoted, four went to the Eastern States to do similar work, and 19 remained with the company as canvassers. Without double banking, the total number is 105. In addition, 18 special agents were employed during the financial year; but eight of them were included in

the other tables. Nine out of the 18 had left the company's service. I confine my remarks to the financial year ended on 30th June, 1925, and the number of agents employed by the company during that year was 106, without double banking. If Mr. Kitson either increases or reduces the period of 12 months, he will get other figures. During a previous debate on this matter I stated that the manager of the T. and G. Society was not present at the conference, being absent in the Eastern States. The "Hansard" report represents me as saying that the manager of the T. and G. Society was present at the conference. That is a mistake. I said that his deputy had given information as to the average earnings of 53 agents engaged on the industrial work of that company, being the total number who completed the financal year, and that he had stated the average amount as £6 2s. 3d. per week. The other 50 were included amongst people who had not done the full 12 months' work during that financial period. Mr. Holmes said, and I think with justification, that this proposal to send to the Arbitration Court insurance canvassers working on a percentage basis or commission is something quite new. And the proposal is only a beginning. It will be urged as a precedent for asking that anybody working on a commission or percentage basis shall be brought within the scope of the Bill. Those canvassers are not exclusively confined to one class of work, nor even to one company. And if they were confined to one company, or to one class of work, under the amendment they would not be debarred from taking on other work. If it be the intention of the mover of the amendment to restrict it to people paid by only one company, the amendment would be clearer if it read, "are remunerated wholly or partly by commission or percentage awarded by only one company."

Hon. W. H. KITSON: I ask that the document quoted by the hon. member be laid on the Table, and I should like your ruling as to whether I can ask further that sufficient information be supplied by the hon. member to allow the figures contained in the document to be verified.

The CHAIRMAN: Under Standing Order 342 the request can only be complied with if ordered by the Council. A motion could be moved without notice, if the hon. member desired.

Hon. H. STEWART: When I was on my feet I offered to lay the document on the Table. Moreover, I called on some officer of the House to come and take it, which he has not done. Somebody interjected that I should supply further information as to the document, but that is not within my power. Here is the document, and for further information Mr. Kitson can go to the people who supplied it, the T. and G. society.

The CHAIRMAN: The document is now laid on the Table.

Hon. W. H. KITSON: I should like your ruling, Sir, as to whether I cannot ask that Mr. Stewart provide sufficient further information to permit of the figures contained in the document being verified.

The CHAIRMAN: I cannot instruct any hon. member to provide information.

Hon. W. H. KITSON: I desire to verify the so-called facts contained in the document, and the only way I can do that is by getting from Mr. Stewart the names represented in the document by numbers. If I had that information I could determine whether the earnings given in that document were the real earnings of industrial insurance agents.

The CHAIRMAN: The Committee can do nothing further in the matter.

Hon. H. STEWART: I have already told Mr. Kitson that the figures came from the T. & G. company. If the hon. member will go to the company's office for the further information he requires, I make no doubt he will be given it to the full.

The CHIEF SECRETARY: I would be the last to attempt to curb profitable discussion, but we have now been debating one subclause with its two proposed amendments for 6½ hours. I do not know how we are to reach finality on the Bill if this sort of thing continues. The Committee has a perfect right to occupy what time it likes on a subclause, but I ask, is it really necessary to pursue this discussion any further? I suggest we go to a division as soon as possible, in order that we may make some progress.

Amendment (Mr. Kitson's) put, and a division taken with the following result:—

| | | | |
|---|---|---|---|
| Ayes | .. | .. | 12 |
| Noes | .. | .. | 12 |

A tie

AYES.

| | |
|---|---|
| Hon. J. R. Brown | Hon. T. Moore |
| Hon. A. Burvill | Hon. G. Potter |
| Hon. J. E. Dodd | Hon. A. J. H. Saw |
| Hon. J. M. Drew | Hon. H. Seddon |
| Hon. W. T. Glasheen | Hon. E. H. Gray |
| Hon. J. W. Hickey | *(Teller.)* |
| Hon. W. H. Kitson | |

NOES.

| | |
|---|---|
| Hon. J. Duffell | Hon. J. Nicholson |
| Hon. J. Ewing | Hon. H. A. Stephenson |
| Hon. E. H. Harris | Hon. H. Stewart |
| Hon. J. J. Holmes | Hon. H. J. Yelland |
| Hon. A. Lovekin | Hon. E. Rose |
| Hon. J. M. Macfarlane | *(Teller.)* |
| Hon. G. W. Miles | |

The CHAIRMAN: When the votes are equal the question passes in the negative.

Amendment thus negatived.

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

| | |
|---|---|
| Ayes .. .. .. | 15 |
| Noes .. .. .. | 9 |
| Majority for .. .. | 6 |

AYES.

| | |
|---|---|
| Hon. J. R. Brown | Hon. W. H. Kitson |
| Hon. A. Burvill | Hon. A. Lovekin |
| Hon. J. E. Dodd | Hon. T. Moore |
| Hon. J. M. Drew | Hon. G. Potter |
| Hon. J. Duffell | Hon. E. Rose |
| Hon. E. H. Gray | Hon. H. Seddon |
| Hon. W. T. Glasheen | Hon. E. H. Harris |
| Hon. J. W. Hickey | *(Teller.)* |

NOES.

| | |
|---|---|
| Hon. J. Ewing | Hon. E. Rose |
| Hon. J. J. Holmes | Hon. H. Stewart |
| Hon. J. M. Macfarlane | Hon. H. J. Yelland |
| Hon. G. W. Miles | Hon. H. A. Stephenson |
| Hon. J. Nicholson | *(Teller.)* |

Amendment thus passed.

The CHIEF SECRETARY: I move an amendment—

That in Subclause 6 after the words "Railway Clasification Board Act, 1920," add "or the teaching staff of the Education Department."

The teachers already have their own court in the form of an appeal board. That is the reason for the amendment.

Amendment put and passed; the clause as amended, agreed to.

Postponed Clause 7, Amendment of Section 6:

Hon. A. LOVEKIN: I have an amendment on the Notice Paper to strike out the clause. It is governed, however, by Section 85 of the Act which Clause 35 seeks to repeal. Section 85 preserves the sanctity of awards and if it is left in the Act, I have no objection to Clause 7 standing.

Hon. J. NICHOLSON: The clause cannot be dealt with finally until we reach a decision on Clause 35. I suggest that it be postponed until we have considered the latter clause.

On motion by Chief Secretary, clause postponed until after the consideration of Clause 35.

Postponed Clause 32—Repeal of Section 82:

Clause put and passed.

Postponed Clause 34—Amendment of Section 84:

Hon. A. LOVEKIN: I move an amendment—

That Subclause 3 be struck out.

We have fought out the principle as to whether or not a person has the right to work for himself, and I will not further debate the matter.

The CHIEF SECRETARY: Mr. Lovekin wishes to strike out the subclause which provides that rules of the court made for the regulation of any industry to which an award applies, shall extend to any person engaged in that industry notwithstanding that he may not employ any worker. The object of the clause is to prescribe rules to carry on industry peacefully and for that reason includes men who employ no labour. When the Factories and Shops Act was first passed, it provided for the closing of shops where assistants were employed. The result was that small shops remained open until a late hour each night. That was unfair to the shops where assistants were employed. Consequently the Government of the day introduced amending legislation providing that the shops where assistants were employed should close at 6 p.m. and the other small shops at 8 p.m. Competition in some industries renders it necessary that all engaged in those industries shall be regulated in the same way. For years the master bakers have been complaining on account of unfair competition. A previous Government introduced legislation declaring that bakehouses were factories and should open and close according to the hours prescribed in an award should it be made a common rule. To-day

all bakehouses come within the scope of the Factories and Shops Act, provided there is an industrial agreement that is made a common rule. Thus to-day bakehouses employing operatives come within the scope of both the Factories and Shops Act and the Arbitration Act. However, to-day small employers take their men into partnership with the object of avoiding the legislation and so-called partners work the clock right round. That is regarded as unfair competition.

Hon. J. J. HOLMES: Unless we strike out the clause a peculiar position will arise. In the Day Baking Bill we specially exempted men who did not employ labour and, therefore, to be consistent the clause must be deleted.

Hon. E. H. HARRIS: Why does the Leader of the House desire to close up small business premises throughout the State?

Hon. T. Moore: The Minister pointed out what had been done.

Hon. E. H. HARRIS: And I am drawing attention to what will happen if the clause be agreed to. Many men are engaged doing tailoring work on their own account and during Easter, Christmas and other vacations they receive numerous orders, with the result that it is necessary for them to work more than eight hours a day. For some weeks beforehand, they have to work the best part of the 24 hours a day. After the rush period they are practically on their beam ends with no work to do at all. The same thing applies to milliners and bootmakers. If those people are made subject to an award which is issued on behalf of the employees engaged in such industries, they will have to start and stop work at specified hours and close up their premises from 12 to 1 for their dinner.

Hon. J. Nicholson: Suppose those people earn less than the basic wage.

Hon. E. H. HARRIS: Then they ought to give up business and work for someone else. I oppose the subclause.

Hon. A. J. H. SAW: I shall vote for the exclusion of one-man businesses from the operations of the Act, but I was astonished to hear Mr. Holmes express his objection to the clause. When the Day Baking Bill was before us he declared that such people should go to the Arbitration Court. Yet he talks about consistency

Hon. J. J. Holmes: I do not wish to see two contrary provisions such as these in our legislation.

Hon. A. J. H. SAW: The one-man businesses are not in the other measure, because they were excluded.

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

| | | | |
|---|---|---|---|
| Ayes | .. | .. | 17 |
| Noes | .. | .. | 7 |
| Majority for | .. | .. | 10 |

AYES.

| | |
|---|---|
| Hon. C. F. Baxter | Hon. G. Potter |
| Hon. H. A. Burvill | Hon. E. Rose |
| Hon. J. Duffell | Hon. A. J H. Saw |
| Hon. W. T. Glasbeen | Hon. H. Seddon |
| Hon. E. H. Harris | Hon. H. A. Stephenson |
| Hon. J. J. Holmes | Hon. H. Stewart |
| Hon. A. Lovekin | Hon. H. J. Yelland |
| Hon. G. W. Miles | Hon. J. M. Macfarlane |
| Hon. J. Nicholson | (*Teller.*) |

NOES.

| | |
|---|---|
| Hon. J. E. Dodd | Hon. W. H. Kitson |
| Hon. J. M. Drew | Hon. T. Moore |
| Hon. E. H. Gray | Hon. J. R. Brown |
| Hon. J. W. Hickey | (*Teller.*) |

Amendment thus passed; the clause, as amended, agreed to.

Postponed Clause 35—Repeal of Section 85:

Hon. A. LOVEKIN: This clause should be deleted. Section 85 of the Act preserves the sanctity of awards and agreements during their currency unless they contain a condition under which they may be altered. Section 85 has been the law for many years and has proved workable, and there is no reason why it should be repealed.

The CHIEF SECRETARY: The existing Act contains conflicting provisions. An agreement under the Act binds those who sign it. Section 78 makes an award a common rule, so that an award overrules an agreement. Section 85 then sets up a contrary provision.

Hon. A. LOVEKIN: Section 78 relates to a totally different thing, namely an award that becomes a common rule. Section 85 deals with awards or agreements with fixed conditions, and provides that they shall remain sacred unless the award or agreement contains provision for making an amendment.

Hon. E. H. HARRIS: I cannot see any conflict between the sections mentioned by the Chief Secretary.

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

| | | | |
|---|---|---|---|
| Ayes | .. | .. | 8 |
| Noes | .. | .. | 17 |
| Majority against | .. | .. | 9 |

AYES.

| | |
|---|---|
| Hon. J. E. Dodd | Hon. T. Moore |
| Hon. J. M. Drew | Hon. A. J. H. Saw |
| Hon. E. H. Gray | Hon. J. R. Brown |
| Hon. J. W. Hickey | (*Teller.*) |
| Hon. W. H. Kitson | |

NOES.

| | |
|---|---|
| Hon. C. F. Baxter | Hon. G. W. Miles |
| Hon. A. Burvill | Hon. J. Nicholson |
| Hon. J. Duffell | Hon. G. Potter |
| Hon. J. Ewing | Hon. E. Rose |
| Hon. W. T. Glasheen | Hon. H. Seddon |
| Hon. E. H. Harris | Hon. H. Stewart |
| Hon. J. J. Holmes | Hon. H. J. Yelland |
| Hon. A. Lovekin | Hon. H. A. Stephenson |
| Hon. J. M. Macfarlane | (*Teller.*) |

Clause thus negatived.

Postponed Clause 7—Variation of agreement to conform with common rule:

Hon. A. LOVEKIN: As Section 85 of the Act has been retained, I do not propose to move any amendment to this clause.

Clause put and passed.

New clause—Amendment of Section 66:

Hon. E. H. HARRIS: I move—

That the following be inserted to stand as Clause 21:—"Section 66 of the principal Act is amended by inserting after the word 'direct,' in the first line of paragraph (x), the words 'of its own accord or at the request of a majority of the parties on either side.''

Provision is made in the existing Act for the appointment of two experts, one nominated by either party, to sit with the court as assessors, but seldom has the court directed the appointment of assessors. The only instance I know of was on the goldfields when the court was dealing with the question of what constituted a continuous process, and metallurgical experts had to be called to decide the matter. Organisations approaching the court should have the right, if they so desire, to have an expert to instruct the court. When the court was dealing with the printing trade, its members found it difficult to understand the trade terms, and the advocates had to advise the court of the meaning of the terms. I desire to give the parties going before the court the right to ask that someone should sit in conjunction with the president. The president would probably welcome an association with the representatives of the various trades, who would be able to advise him as to the meaning of the terms used in the hearing of a technical case.

The CHIEF SECRETARY: There is no necessity for the amendment. The court already has power to exercise this right, but for the last 13 years I have known of no case in which that right has been exercised. It is not wise that assessors should be forced into the court in the way proposed.

Hon. A. J. H. SAW: The Chief Secretary is really arguing in favour of the appointment of assessors. It is time someone had the right to ask that assessors should be appointed in technical cases. I successfully fought for the inclusion of that principle in the Workers' Compensation Act. Courts are loth to permit of interference from anyone else. It would be of advantage if assessors were appointed, so that they might from time to time give advice to the bench.

Hon. A. LOVEKIN: The new clause is necessary, especially in the case of technical trades.

Hon. J. E. DODD: The Government would be well advised to agree to anything that will be likely to help the court in arriving at a decision upon technical matters. I support the amendment.

New clause put and passed.

New clause:

Hon. E. H. HARRIS: I move—

That a new clause be inserted to stand as Clause 65 as follows:—The President may, if he thinks fit, in any proceeding before the Court at any stage and upon such terms as he thinks fit, state a case in writing for the opinion of the Full Court upon any question arising in the proceeding which in his opinion is a question of law. The Full Court shall hear and determine the question, and remit the case with its opinion to the President, and may make such order as to costs as it thinks fit.

The new clause practically speaks for itself, and has been taken from the Federal Arbitration Act.

The CHIEF SECRETARY: The proposal is not acceptable to the Government. It is considered a retrograde step to bring the Full Court into the business. It has taken Parliament many years to obtain a law free from the ordinary courts. Under

Section 99 of the Act a person who has been ordered imprisonment, or has been fined an amount exceeding £20 can appeal to the Criminal Court of Appeal. It is not desirable to go further than that.

Hon. E. H. HARRIS: The Government desire that a layman may be appointed to the Arbitration Court, but object to his having the right to submit a legal case to the Full Court.

Hon. A. LOVEKIN: If the new clause is not agreed to, the assumption will be that the president of the Arbitration Court is infallible.

Hon. J. NICHOLSON: The proposal will be beneficial in all cases involving legal technicalities. By this means the parties will be able to ascertain the considered opinion of three judges, rather than the opinion only of the president of the Arbitration Court.

The CHIEF SECRETARY: I cannot agree to the amendment, which attacks the fundamental principle of the Bill—that the procedure of the Arbitration Court shall be free from legal technicalities. Here is a proposal to build up an arbitration full court with a large army of lawyers.

Hon. E. H. Harris: Nothing of the kind.

The CHIEF SECRETARY: It has never been suggested before during the existence of industrial arbitration here.

Hon. J. E. DODD: The amendment opens up a large question in regard to arbitration, and I do not know where it will lead us to. All the States have avoided as far as possible the introduction of legal arguments into the Arbitration Court. If we have a judge as president of the court, we may trust to him for matters of law. The fewer amendments we make in the Bill, the better. There is an appeal now from the Arbitration Court. Only yesterday the president of the court gave a party leave to appeal to the Full Court. The new clause would complicate matters. If I thought a layman was to be appointed president of the court, I would say unhesitatingly that the new clause ought to be carried.

Hon. J. NICHOLSON: Mr. Dodd's reference to the case where the Arbitration Court has allowed an appeal furnishes an excellent reason why this new clause should be in the Bill. The president, who is a legal man, recognised the difficulty in that case, and was glad to have a way out of the difficulty by getting the decision of another court. A judge may come to a decision, but he realises that there is argument in the other direction; and he is only too glad to have the opinion of other judges in the same way as doctors sometimes obtain the opinion of other medical men. In the case referred to by Mr. Dodd the court had to resort to the expedient of raising the fine in order to enable the party to appeal.

Hon. A. J. H. SAW: The whole crux of the matter is whether or not we are going to have a judge as president of the Arbitration Court. If so, I do not think appeals are necessary; if not, we should have an appeal on points of law. Frequently, however, appeals cause delay and also increased expenditure. By carrying the new clause we shall be providing an argument for putting a layman into the position of president of the Arbitration Court.

New clause put, and a division taken with the following result:—

| | | | |
|---|---|---|---|
| Ayes | .. | .. | 13 |
| Noes | .. | .. | 11 |
| Majority for | | .. | 2 |

AYES.

| | |
|---|---|
| Hon. C. F. Baxter | Hon. G. Potter |
| Hon. J. Ewing | Hon. H. Seddon |
| Hon. W. T. Glasheen | Hon. H. A. Stephenson |
| Hon. E. H. Harris | Hon. H. Stewart |
| Hon. A. Lovekin | Hon. H. J. Yelland |
| Hon. J. M. Macfarlane | Hon. J. Duffell |
| Hon. J. Nicholson | (*Teller.*) |

NOES.

| | |
|---|---|
| Hon. J. R. Brown | Hon. G. W. Miles |
| Hon. A. Burvill | Hon. T. Moore |
| Hon. J. M. Drew | Hon. E. Rose |
| Hon. J. W. Hickey | Hon. A. J. H. Saw |
| Hon. J. J. Holmes | Hon. E. H. Gray |
| Hon. W. H. Kitson | (*Teller.*) |

New clause thus passed.

New clause:

Hon. J. J. HOLMES: I move—

That the following be inserted to stand as Clause 115a:—"(1) It shall be the duty of the Registrar, whenever a total or partial cessation of work occurs in or in connection with any industry, to make immediate inquiry into the cause thereof, and to take legal action to enforce against any person found, on such inquiry, to be committing any breach of this Act or of any industrial agreement or award of the court, all or any of the remedies provided by this Act, which he may deem applicable to the case. (2) In the carrying out and discharge of his duties under this section, the Registrar shall be entitled to the assistance of all industrial inspectors and officers of the court."

These things should be the duty of someone, and I consider that the Registrar should see to them.

The CHIEF SECRETARY: I oppose the new clause, which would make the Registrar's position so difficult that it would be practically impossible for him to carry out the responsibilities of his office. It is a function of the Registrar to meet parties doing business with the court, and it is his duty to deal out even-handed justice to both sides. Converting him into a prosecutor would, in the opinion of the Government, seriously prejudice him in his work. The responsibilities referred to in the proposed new clause should devolve upon the Government, and if the Government fail in their responsibility they can be brought to account.

Hon. A. J. H. Saw: How long does that process take?

The CHIEF SECRETARY: Action could be taken against the Government at the first opportunity. It is not fair to ask a public officer to initiate these prosecutions.

Hon. J. DUFFELL: The Chief Secretary's remarks prove that the Registrar has not the power provided by the new clause. If he has that power now, why does he not step in? The new clause puts an entirely different complexion on matters. Under it stop-work meetings could not be called. The effect of the new clause is to grant the Registrar a power which at present he does not possess.

*Sitting suspended from 6.15 to 7.30 p.m.*

Hon. E. H. HARRIS: The proposed new clause seeks to impose a duty on the registrar, who upon any illegal cessation of work shall be empowered to take action to bring the offenders before the court. Section 119 of the parent Act provides that the court may of its own motion direct the registrar to investigate and report to the court concerning any industrial dispute or breach of an award or agreement, or of any provision of the Act which the court may believe to exist or to have occurred. But when from time to time it has been mentioned to the court that a cessation of work has taken place, the court has answered that it has no cognisance of those things. Whilst the court has power to move in that direction, I do not know that it has ever admitted it to be its duty to inquire into any incipient dispute. So it has been left to the police to take action, and we know that in industrial matters they have not exercised any such power. Mr. Holmes's proposed new clause seeks to throw the duty on the registrar. The Minister said he did not consider it should be part of the registrar's duty. Yet, when two men quarrel, the police take their names and send them before the magistrate. Exactly the same principle applies here. The registrar, acting upon information received, can send the disputants to the court. I will support the proposed new clause.

Hon. J. J. HOLMES: What I am aiming at is to throw on somebody the responsibility for taking action. Mr. Harris referred to what the court may or may not do. But the proposed new clause makes it obligatory on the registrar to take action in the event of a dispute arising. The Minister says it will make a partisan of the registrar. That I cannot admit, for the registrar in the discharge of his duty will take action against either party. It is foolish to set up an Arbitration Court and then allow it to be everybody's, therefore nobody's, business to see that the court's awards are enforced.

New clause put, and a division taken with the following result:—

| | |
|---|---|
| Ayes .. .. .. | 13 |
| Noes .. .. .. | 5 |
| Majority for .. .. | 8 |

AYES.

| | |
|---|---|
| Hon. A. Burvill | Hon. E. Rose |
| Hon. J. Ewing | Hon. H. Seddon |
| Hon. W. T. Glasheen | Hon. H. A. Stephenson |
| Hon. J. J. Holmes | Hon. H. Stewart |
| Hon. A. Lovekin | Hon. H. J. Yelland |
| Hon. J. M. Macfarlane | Hon. E. H. Harris |
| Hon. J. Nicholson | *(Teller.)* |

NOES.

| | |
|---|---|
| Hon. J. M. Drew | Hon. W. H. Kitson |
| Hon. E. H. Gray | Hon. T. Moore |
| Hon. J. W. Hickey | *(Teller.)* |

New clause thus passed.

New clause:

Hon. H. J. YELLAND: I move—

That the following new clause be added:—"Section 29 of the principal Act is amended by adding thereto a paragraph, as follows:—'For the purposes of this section a reference to the court shall be deemed to be not pendent if no proceedings therein have been taken for a period exceeding 12 months.'"

During the recent catering strike an application was made for the cancellation of the

union's registration. That was after the union had refused to obey an order of the court and return to work. In defence of their action the union stirred up a reference to the court that had been pending some three of four years, and quoted Section 29 of the Act, which provides that during the pendency of any reference to the court no application for the cancellation of the registration of a union shall be made or received. The intention of Parliament in that section was to prevent the parties to a citation from defeating the ends of justice. Under that section a reference to the court can be perpetuated indefinitely. The proposed new clause restricts to 12 months the time during which a reference may be pendent.

Hon. W. H. KITSON: I would like to have an explanation as to what the clause really means. My experience is that many organisations have not been able to secure a hearing for a period extending from a few months to a few years. The new clause means that where a case arises in regard to which proceedings are not gone on with, those procedings will lapse. In such a case it would be necessary for the organisation to commence its proceedings over again. I could quote a number of instances where cases have stood over for 18 months and have then been gone on with.

Hon. E. H. Harris: You have a wonderfully fertile brain if you can read that into the new clause.

Hon. W. H. KITSON: One case that has been referred to is at the present time being heard after a very considerable delay.

Hon. H. J. YELLAND: The hon. member must be aware that unions have shielded themselves behind delays that have extended over a considerable period. If he can justify the action of such union, I shall be prepared to assist him to arrive at a time beyond which the delay should not go. When we see unions, and it may also happen in the case of employers, getting behind the conditions which permit of delays taking place, we should impose a time limit.

The CHIEF SECRETARY: The defect in connection with the amendment is that it would be retrospective in its operation. Many cases have been pending for, say, 12 months, and they will come within the scope of the new clause. If the Bill becomes law there will not be the same excuse for delays in taking cases before the court and having them heard.

Hon. H. J. Yelland: Can you suggest a way out?

The CHIEF SECRETARY: If the amendment were made to apply to future cases only, I do not think there would be much objection to it.

Hon. J. NICHOLSON: If parties do not take some step in connection with the proceedings within, say, 12 months, there is an obvious intention to practically abandon the proceedings. If it should be intended to go on, the matter could be kept alive before the court. The new clause should meet the difficulty. The 12 months would be calculated, not from the date of lodging the application, but from the latest step taken. Between the present time and the third reading stage we may have an opportunity to look further into the matter. I certainly will do so.

Hon. E. H. HARRIS: After all, the amendment provides for merely what already exists in connection with Supreme Court cases. If in respect of a Supreme Court action nothing is done for a period of 12 months, a month or two months' notice must be given to the other side of the intention to proceed. If the amendment does not quite fit the bill, what the hon. member desires might be secured by altering the wording of the clause.

Hon. H. J. YELLAND: There is no need to alter the clause in any way. If unions or employers are at all anxious they can easily make an application within 12 months, and the matter is then kept alive for another 12 months. Then if the matter should lapse that is the end of it.

Hon. T. Moore: What action do you think they should take?

Hon. H. J. YELLAND: They should make an application to have the hearing gone on with.

Hon. T. MOORE: While some hon. members are willing to drag in anything to suit their own ends, they might mention other matters. While we have a number of cases listed before the court, we sometimes find that interested persons can get at the court—I use the words advisedly—and have the case in which they are interested heard long before others filed months previously. That happened with a Kalgoorlie organisation in connection with the mining award. That business was dragged before the court long before others that were pending. If we want arbitration and in-

dustrial peace, hon. members must realise that if such things can happen, it is no wonder that other unions, whose citations have been filed for many months previously, talk about strikes and stopwork meetings. I would not blame them if they did so.

Hon. E. H. Harris: Did not some organisations get precedence because they threatened to strike?

Hon. T. MOORE: There was an instance where the Kalgoorlie mine owners wanted something done. I do not know whether Mr. Harris assisted them in that direction. There was an instance where the unions desired to do the right thing and although their cases were pending, others were dealt with before theirs. That sort of thing causes trouble.

Hon. E. H. HARRIS: Mr. Moore has been pleased to introduce a Kalgoorlie case.

Hon. T. Moore: I suppose I have as much right to do that as you had to introduce the tearoom trouble.

Hon. E. H. HARRIS: The hon. member said that it was dragged before the court.

Hon. T. Moore: So it was.

Hon. E. H. HARRIS: I know of a case that was dragged in and the miners got 3s. 6d. a day extra.

Hon. T. Moore: That was in its turn.

Hon. E. H. HARRIS: It was dragged in in the same way as the hon. member suggests. Mr. Moore wished hon. members to draw the inference that some matters were brought before the court so that they could get precedence.

Hon. T. Moore: That is a well-known fact, too.

Hon. E. H. HARRIS: When the Premier was speaking on the goldfields before the elections, he said that the Labour Party, if returned to power, would see that a case that was then pending would be brought before the court immediately. At that time 146 cases were pending and I had a case that had been listed for 15 months. Yet Mr. Moore suggests that others did this sort of thing!

Hon. T. Moore: I suggested it and I stand to it. What I said was right.

Hon. E. H. HARRIS: I suggest that the Leader of the party to which Mr. Moore belongs publicly told the unionists on the goldfields that he would do the very thing that Mr. Moore now complains about.

Hon. E. H. Gray: He said he would facilitate the union getting to the court.

The CHIEF SECRETARY: I do not know what Mr. Yelland wants. Section 29 of the Act means that while a case is pending before the Arbitration Court, there can be no change in the constitution of a union during the pendency of a case and until the case had been decided. Is it the intention of the hon. member that the period during which that action may not be taken shall be limited to 12 months?

Hon. H. J. YELLAND: What I mean is that if a matter has been in abeyance for 12 months with no action taken at all, then it shall not be considered to be pending. During the time that a case is pendent, no application for cancellation of the registration of the organisation can be received. The amendment simply limits to 12 months the period during which a case may be considered pendent.

New clause put and a division taken with the following result:—

| | |
|---|---|
| Ayes .. .. .. .. | 15 |
| Noes .. .. .. .. | 7 |
| Majority for .. | 8 |

AYES.

| | |
|---|---|
| Hon. C. F. Baxter | Hon. J. Nicholson |
| Hon. A. Burvill | Hon. E. Rose |
| Hon. J. Duffell | Hon. A. J. H. Saw |
| Hon. W. T. Glasheen | Hon. H. Seddon |
| Hon. E. H. Harris | Hon. H. A. Stephenson |
| Hon. J. J. Holmes | Hon. H. J. Yelland |
| Hon. A. Lovekin | Hon. J. Ewing |
| Hon. J. M. Macfarlane | (*Teller.*) |

NOES.

| | |
|---|---|
| Hon. J. R. Brown | Hon. W. H. Kitson |
| Hon. J. M. Drew | Hon. H. Stewart |
| Hon. E. H. Gray | Hon. T. Moore |
| Hon. J. W. Hickey | (*Teller.*) |

New clause thus passed.

New clause:

Hon. E. H. HARRIS: I move—

That the following be inserted to stand as Clause 63:—"(1) No person shall wilfully insult or disturb the court, or interrupt the proceedings of the court, or use any insulting language towards the court, or by writing or speech use words calculated improperly to influence the court or any assessor or any witness before the court, or to bring the court into disrepute, or be guilty in any manner of any wilful contempt of the court. Penalty: One hundred pounds. (2) Nothing in this section shall be taken to derogate from the power of the court to punish for contempt."

This provision is designed to deal with persons who wilfully insult or disturb the

court, or stand up on the Esplanade, at street corners or public meetings and abuse the president of the court or those associated with him on the bench. We are providing for the appointment of various boards, committees, commissioners, and basic wage representatives who will be subject to criticism, a good deal of it adverse. In the past men have created strife and there has been no penalty. The new clause is based on a provision in the Federal Act.

The CHIEF SECRETARY: The necessity for the proposed new clause is not apparent. Section 110 of the Act gives power to punish for contempt of court, the penalty being £10. Section 111 provides a penalty of £50 for anybody who writes, prints or publishes anything calculated to interfere with or prejudicially affect any matter before the court. Mr. Harris has in mind the man who speechifies on the Esplanade. I was on the Esplanade some years ago when a National Government were in power, and the charges levelled against Ministers of the Crown and members of Parliament were sufficient to make one's hair stand on end, but no one took the slightest notice of it. Now Mr. Harris proposes to have the Esplanade policed every Sunday and to employ shorthand writers to take down what is said and discover whether any reflection has been cast upon the Arbitration Court. Of course, shocking reflections will be cast on the court.

Hon. E. H. Harris: There is no power to deal with offenders.

The CHIEF SECRETARY: Section 112 provides a penalty of £50 for resisting or obstructing officers of the court. The Industrial Registrar states that the court has never on any occasion expressed the opinion that the existing law was insufficient. The Act has given satisfaction, and there is no reason for inserting the drastic provision proposed by Mr. Harris. The Criminal Code gives power to deal with defamation in every shape and form.

Hon. J. DUFFELL: There must have been some need for the provision when the Federal authorities inserted it in their Act. The demonstrations on the Yarra Bank made it necessary to protect people holding responsible positions.

Hon. T. Moore: The provision has never been used.

Hon. J. DUFFELL: If it has answered the purpose in the Federal arena, it would be wise to adopt it as a preventive measure here. Some pretty fiery speeches have been made on the Esplanade at times.

Hon. T. MOORE: The new clause is unwarranted. Whenever an attempt is made to curtail free speech, I shall oppose it. Let members cast their minds back a few weeks and recall what has happened in Australia. A certain board was set up for the object of deporting a couple of men. All the time the board was sitting an election campaign was on, and the Prime Minister went about the country vilifying the men before the court.

Hon. J. J. Holmes: You might have caught him under this provision.

Hon. T. MOORE: No, this applies only to the Arbitration Court. The Prime Minister on that occasion enjoyed all the right of free speech and vilified the two men before the court.

Hon. J. Ewing: No.

Hon. T. MOORE: I want members to be fair.

Hon. J. J. Holmes interjected.

The CHAIRMAN: Order!

Hon. T. MOORE: I am glad the hon. member admits it.

Hon. J. Ewing: What did he say?

Hon. T. MOORE: My dense friend would not understand it if I repeated it for the next hour. I do not mind an intelligent man interjecting. I believe in free speech. During the war period there was no such thing as free speech in Australia, but there was in Britain. During the first conscription campaign I heard the arguments that were permitted in Australia. When the second conscription campaign took place I was in another part of the world, and talk about freedom of speech! There was not the slightest resemblance between the two countries. In London, Glasgow and Edinburgh, where I happened to be, men said what they thought and no one accused them of disloyalty. That was towards the end of the war when a certain section of the pepole were tired of the war. I do not know what would have happened if a man in Australia had spoken in the same way. If certain wrong is done by presidents of the Arbitration Court, they have to stand up to it the same as anyone else. The court already has considerable power. Why single out the Arbitration Court for this additional power?

Hon. E. H. Harris: We are considering only the Arbitration Court at present.

Hon. T. MOORE: Why not make it apply to all courts? I do not think the Arbitration Court has ever worried about what was said of it on the Esplanade.

Hon. J. J. Holmes: This will stop Esplanade orators from saying such things.

Hon. T. MOORE: I cannot read in the clause what the mover wishes. Certain language would have to be proved, and our law courts would be worried to determine whether a judge had been insulted or whether certain words constituted fair comment. I appeal to members to let us retain the freedom of speech we possess, and I hope always will possess in Australia.

Hon. A. J. H. SAW: If recollection serves me aright, there was considerable freedom of speech in Australia during the war.

Hon. T. Moore: For one side.

Hon. A. J. H. SAW: And the party to which Mr. Moore belongs carried a resolution calling upon the Australian armies to be withdrawn from the war unless we made peace with dishonour.

Hon. T. Moore: Who ran Don Cameron into the Weld Club? Your party.

The CHAIRMAN: Order! I must ask members to allow speakers to proceed without interruption. I remind them that there is less excuse for interjecting in Committee than at other times. In Committee every member has an opportunity to speak not once but several times, so there is no excuse for repeated interjections.

Hon. T. Moore: You missed me when I was speaking.

The CHAIRMAN: I endeavoured to stop interjections while the hon. member was speaking. I am now making a further endeavour to stop interjections, and I trust the hon. member will assist me.

Hon. A. J. H. SAW: Friends of mine who came home from the war wounded were not only vilified but spat on by people in Sydney and asked what the Hell they meant by going to the war.

Hon. A. LOVEKIN: What Mr. Harris is trying to provide is a bigger penalty than is prescribed in the existing Act. Under Section 92 the court has jurisdiction to try and determine all charges of offences against the Act or the regulations, and to inflict punishment on any person convicted before it of any offence. Subsection 2 provides that such jurisdiction shall be concurrent with that of courts of summary jurisdiction. At the most the court of arbitration can inflict a penalty of £10. Mr. Harris wishes to make the penalty more severe in the case of flagrant abuses. I had a good deal to do with the organisation of conscription campaigns, and I know that in some quarters freedom of speech was carried to such lengths that we had even to protect ourselves at the meetings.

The HONORARY MINISTER: No good reason has been advanced for the proposal. I do not know that anything in the nature of the abuses described has ever occurred in connection with the court. Possibly Mr. Harris has in mind the criticism that was levelled at this tribunal at the time Mr. Justice Northmore delivered his Kalgoorlie award. I was one of the critics. That, however, was not abuse, but honest criticism, which was fully justified.

Hon. E. H. HARRIS: There are going to be half a dozen representatives of industrial organisations sitting as members of boards in conjunction with the court. In order that these representatives may be protected from members of their own organisations, in the event of their giving an unpopular decision, we should amend the parent Act in the way I suggest.

Hon. T. MOORE: Mr. Harris suggested that I was at variance with my leader in the view he took concerning the Kalgoorlie award. The Premier said he would take the Northmore case back to the court. That did not mean he wished to do anything wrong, but that he believed a wrong had been committed. I also said that as soon as the case could be referred back to the tribunal, the better it would be. If Mr. Harris's proposal is carried it will be dangerous for anyone to suggest that a wrong has been committed by the court. We are trying to pass legislation that will lead to peace. I hope, therefore, Mr. Harris's proposal will not be carried.

Hon. J. NICHOLSON: If we pass this new clause we shall be formulating legislation of an inconsistent character. What ought to be done is to amend Section 110 of the Act so as to bring in there whatever powers are wanted. This clause and that section read together would make the law absurd. Mr. Harris should withdraw his proposal for the time being.

New clause put and negatived.

Hon. A. LOVEKIN: I have an amendment on the Notice Paper, the first part of which has been carried in connection with an amendment moved by Mr. Harris. However, I find that in view of the parent Act Mr. Harris's amendment is not necessary. I shall put up a new clause on recommittal.

New Clause:

The CHIEF SECRETARY: I move—

That the following be added to stand as Section 103:—"The expression 'basic wage' means a sum sufficient for the normal and reasonable needs of the average worker; and in the case of a male worker shall be fixed with regard to the rent of a dwelling-house of five rooms, and the cost of food, clothing, and other necessaries for a family consisting of a man, his wife and three dependent children, according to a reasonable standard of comfort."

On the second reading I quoted at length from various authorities in support of this proposal. According to Australian statistics, the average family is three children. Why not say so in this Bill? There follows the further admission that nothing smaller than a five-roomed house will afford comfort and decency for a family totalling five, especially as in the majority of cases there will be two sexes among the children. By passing this clause we shall lay down a definite standard for the Arbitration Court as to housing accommodation, which Mr. Justice Higgins said was too great a responsibility for the court. I understand Mr. Justice Burnside takes the same view.

Hon. J. NICHOLSON: The clause is fundamentally wrong in principle. The only sound basis on which to determine wages is production. Section 4, Subsection 2, of the Act provides—

No minimum rate of wages or other remuneration shall be prescribed which is not sufficient to enable the average worker to whom it applies to live in reasonable comfort, having regard to any domestic obligations to which such average worker would be ordinarily subject.

There is the position summed up. We want to maintain a reasonable and proper standard of comfort, and we want to serve the ideal of uplift so far as practicable within our means. The domiciles occupied by male workers in the country have produced many a prominent man. Now, in the country five-roomed houses are not available. Therefore this clause proposes a fictitious basis. Not many five-roomed houses are to be found on the timber mills, where the great majority of workers are single men occupying single men's quarters. Under this clause, however, the wage is to be determined on the basis of a five-roomed house for a man and wife and three children. Is not that unsound? How can our industries succeed under such conditions in competition with industries elsewhere which are not so burdened? How is an industry to succeed under such conditions and maintain its position in the world's market? Suppose the Bill be extended to farm work; how many men on our farms have five-roomed houses?

Hon. W. H. Kitson: How many of them should have?

Hon. J. NICHOLSON: The majority of those employed on farms occupy single men's quarters.

Hon. W. H. Kitson: And their families are elsewhere.

Hon. J. NICHOLSON: Where it is possible to provide those comforts, it is only right that they should be provided. But if Mr. Kitson were attempting to build up a farm, he would find it very difficult to provide such conditions as are contemplated here. To determine the basic wage by a method such as that proposed is so utterly unsound economically that our country would suffer thereby. Because of that, I will vote against the clause and leave the determination of this matter as provided for at present.

Hon. A. LOVEKIN: The Minister's proposed basis is quite unsound. To begin with, he contemplates a family of three. The inquiry held by Mr. Piddington into the basic wage showed that the average family in Australia is really 1.7. Here we have a basic wage based on the needs of a married man who, with a wife and three children, requires a five-roomed house.

Hon. A. Burvill: None of the group settlers have five-roomed houses.

Hon. A. LOVEKIN: A single man without children cannot require as much as a married man, so his wage should not be as much as a married man, since the basis is on the needs, not the production, of a worker. If the single man was a widower with three children, he would require a five-roomed house and would also have to pay his housekeeper wages, and so would want at least as much as the married man was getting. If we consider three single men, we find they could live in one five-roomed house. But under the proposal their wages must be the wages of three married men and

they must have between them three five-roomed houses. That is altogether opposed to sound economics. Take the woman whose husband dies while in receipt of a wage for a married man with a wife and three children. The widow no longer receives the wage of a married man, nor is she even provided with a five-roomed house. That is not equitable. Children are the potential producers of the country, and so there is some obligation on the State to consider the welfare of the children. But this is not the way to do it. We should treat their welfare as a separate matter and to that end set up an endowment fund. But of course that endowment fund should come, not from production—which has to compete with the outside world—but from quite another source, from taxation of the general community. I suggest to the Minister that he withdraw this proposed new clause and allow the court to fix the basic wage on absolute essentials, providing, on the other hand, a separate endowment scheme for the children.

New clause put and a division taken with the following result:—

| | |
|---|---|
| Ayes .. .. .. | 7 |
| Noes .. .. .. | 14 |
| Majority against .. | 7 |

AYES.

| | |
|---|---|
| Hon. J. R. Brown | Hon. W. H. Kitson |
| Hon. J. M. Drew | Hon. G. Potter |
| Hon. E. H. Gray | Hon. T. Moore |
| Hon. J. W. Hickey | *(Teller.)* |

NOES.

| | |
|---|---|
| Hon. A. Burvill | Hon. A. Lovekin |
| Hon. J. Duffell | Hon. J. M. Macfarlane |
| Hon. J. Ewing | Hon. E. Rose |
| Hon. W. T. Glasheen | Hon. A. J. H. Saw |
| Hon. V. Hamersley | Hon. H. A. Stephenson |
| Hon. E. H. Harris | Hon. H. Stewart |
| Hon. J. J. Holmes | Hon. J. Nicholson |
| | *(Teller.)* |

New clause thus negatived.

Bill reported with amendments.

*Recommittal.*

On motion by the Chief Secretary, Bill recommitted for the purpose of further considering Clauses 56, 57 and 60, and proposed new clauses appearing on the Notice Paper. Hon. J. W. Kirwan in the Chair; the Chief Secretary in charge of the Bill.

Clause 56—References to court by industrial unions or associations:

Hon. T. MOORE: I do not intend to proceed with the amendment I had in view, but I do want members to read carefully what they have done in connection with this clause. It was sought to insert the clause with the idea of allowing unions to get to the court. If members understood the position they would never try to bar the executive from taking the union to the court. It is inadvisable that such a course should be adopted. I hope members will give the clause some attention.

Hon. J. Nicholson: But the clause was deleted.

The CHAIRMAN: The position in regard to Clause 56 is that all the words after "97" in the first line were struck out, and a number of other words were inserted in lieu. The whole of the clause was not struck out. The question now is that Clause 56 as recommitted be agreed to.

Clause, as amended, agreed to.

The CHAIRMAN: The next clause to be considered is 57. This was struck out. There are two new clauses on the Notice Paper in the names of Mr. Holmes and Mr. Lovekin.

Hon. J. J. HOLMES: I move—

That the following new clause be added to stand as Clause 57:—

*Repeal of Part V. and insertion of a new Part in place thereof.*

57. Part V. of the principal Act is hereby repealed, and the following provisions are inserted in place thereof:—

*Part V.—Basic Wage.*

*Declaration of basic wage. See S.A. No. 1453, s. 264.*

100. (1.) The Court shall, of its own motion, once in every year, make a determination declaring what shall be the basic wage to be paid to male workers and to female workers, with power to fix different rates to be paid in different defined areas of the State, and such determination shall have force and effect from the first day of July in each year until the thirtieth day of June in the ensuing year.

(2.) In declaring such basic wage the Court shall not take into consideration any deductions from such wages for allowances.

(3.) By the leave of the Court any employer or industrial union of employers, and any industrial union of workers, and any industrial association may appear or be represented at and take part in any inquiry which may be held by the Court when determining the basic wage; and the Court may allow such reasonable costs as in its discretion it may think fit, of and incidental to the presenta-

tion of the case of the workers collectively and of the employers collectively, including the allowances to witnesses, which shall be payable out of moneys appropriated by Parliament to the purposes of this Act.

*Determination of Court to be published in "Gazette." See S.A. No. 1453, s. 267.*

101. (1.) The determination of the Court as to the basic wage shall be forwarded to the Minister not later than the 14th day of June in each year, and shall thereupon be published in the *Gazette*.

*Basic wage to be observed. See S.A. No. 1453, ss. 43, 45, 46.*

102. (1.) No industrial agreement shall be entered into, and no award shall be made, prescribing a wage lower than the basic wage declared for the time being, except in the case of workers unable to earn the basic wage, by reason of being junior workers or of old age or infirmity, or apprentices.

The basic wage shall be deemed to be a part of every wage prescribed by an industrial agreement or award that exceeds the basic wage.

(2.) If in a determination the Court shall declare a basic wage to be higher or lower than that in force prior to such determination, then the wages provided for in any industrial agreement or award shall be deemed forthwith to be automatically increased or reduced by an amount equal to the increase or reduction of the basic wage, but so as not to have retrospective effect.

(3.) The minimum wages payable under any industrial agreement or award, made before the commencement of this Part of this Act, shall not be at a lower rate than the basic rate for the time being declared by a declaration of the Court published as aforesaid; and every such industrial agreement and award shall have effect as if it was therein provided that the minimum wage to be paid thereunder after such declaration should be not less than the basic wage as determined for the time being, but subject to any special provision fixing a lower rate of wage for workers unable to earn the basic wage by reason of being junior workers, or of old age or infirmity or apprentices. Provided that when special provision has been made fixing a lower rate of wage for workers unable to earn the basic wage by reason of being apprentices or junior workers, or of old age or infirmity, such increase or reduction shall be *pro rata* to such lower rate of wages.

(4.) If in consequence of the operation of this Part any question or dispute shall arise as to the rate of wage to be paid to any class of worker under an industrial agreement or award made before the commencement of this Part, or after the commencement of this Part but before the basic wage is fixed, such question or dispute may be referred to, and shall be determined by the Court.

(5.) In the case of an industrial agreement or award made before the commencement of this Part of this Act or after the commencement thereof, but before the first determination of the basic wage, if it is proved to the satisfaction of the Court that the wages therein prescribed were fixed by reference to or on the basis of a basic or living wage, or a minimum wage within the meaning of Section 84, and that such basic or living wage or minimum wage was more or less than the basic wage as determined by the Court under this Part, and published in the *Gazette* and in force for the time being, the Court, on the application of any party to an industrial agreement or award, or any industrial union of workers or employers bound by the award or by the agreement as a common rule, may adjust the wages fixed by such agreement or award and payable after such determination by an increase or reduction thereof, by an amount equal to the increase or reduction of the basic wage.

This subsection shall not affect the operation of Subsection (2).

(6.) A memorandum shall be indorsed on every industrial agreement and award made after the commencement of this Part of this Act, of the basic wage as determined by the Court for the time being, and a reference made to the *Gazette* in which that determination is published.

103. The expression "basic wage" means a sum sufficient to enable the average worker to whom it applies to live in reasonable comfort, having regard to any domestic obligation to which such average worker would be ordinarily subject.

I hope the clause will appeal to members. It covers the whole ground. It has been amended and reamended, and approved by the Employers' Federation. It has been criticised by Mr. Jackson on their behalf, and also by Mr. Sayer, and at one time I thought it was going to receive the approval of Mr. Lovekin. I find, however, that he has a similar new clause on the Notice Paper. He has framed this by editing mine and using other phraseology which he considers better than mine. He claims to cover all the points that are in my new clause. I question that. I do not know whether admitting or denying it will enable us to reach finality. Why quibble over a few words when the majority of members here are in agreement?

Hon. A. LOVEKIN: It is true that a great deal of time has been spent in trying to frame a clause to set out the intention of the Committee. For my own protection I wish to express as well as I can what is intended, and I have no desire to use involved language in order that we may fall into line and save somebody's face, because somebody used language something like this in the original Bill that was put up. If members will look at the two clauses, the

one in my name and the other in Mr. Holmes' name, they will see which is the more concise and the more clear. The one that is the more concise and the more clear is the one that should go into the Bill. Knowing what our objective is, I can take the amendment of Mr. Holmes and read into it the objective I have in my mind. But my point is that if some stranger picks up the amendment without knowing the objective, I am afraid he will be very much puzzled. What is the objective we have in both amendments? The first thing is that during the month of June in every year we want the court of its own motion to fix the basic wage. We have just decided that by declaring that the basic wage shall be a sum sufficient to enable the average worker to whom it applies to live in reasonable comfort, having regard to his domestic obligations, and so on. Members will see that my clause is more concise than that of Mr. Holmes. The paragraph relating to the basic wage runs into eight lines in my amendment, while that of Mr. Holmes runs into thirteen lines. Then with regard to existing awards and agreements, again the paragraph in my amendment is much more concise than that in Mr. Holmes'. The amendment suggested by Mr. Holmes puts it in a different way. Mr. Holmes suggests that if in consequence of the operation of this particular part of the Bill, any question or dispute shall arise as to the rate of wages to be paid to any class of worker under an industrial agreement or award made before the commencement of this part, or after the commencement of this part but before the basic wage is fixed, such question or dispute may be referred to, and shall be determined by the court. My proposal deals with the agreement or award before the passing of the measure and I show how the court can dispose of it, namely, by application on the part of either party. Mr. Holmes' amendment deals with the two things in the one subclause, the agreements or awards made before the commencement of the measure and those after the commencement, but before the basic wage is fixed. We know that the Act deals with industrial disputes, but not with any such thing as "a dispute." Where is the machinery to refer a "dispute" to the court? My proposed amendment makes the position much clearer.

Hon. J. J. Holmes: How do you propose that the matter may be dealt with by the court?

Hon. A. LOVEKIN: By way of an application by either party. All other matters can be referred to the court in the ordinary way, under the principal Act. In the amendment now before us we have to deal with the special provisions relating to the basic wage. In my proposed amendment I provide for new awards and agreements made after the commencement of this part of the Bill, and set out that they shall prescribe and distinguish separately (a) the basic wage; (b) any additional wages, allowances or remuneration in respect to skill, or employment in offensive, unhealthy, injurious, or dangerous occupations, trades, or vocations; and (c) any deductions in respect to junior, infirm, or aged workers or apprentices. That merely provides an extension of the powers of the court as set out in Section 4 of the Act. In his amendment Mr. Holmes provides that if in a determination the court shall declare a basic wage to be higher or lower than that in force prior to such determination, then the wages provided for in any industrial agreement or award shall be deemed forthwith to be automatically increased or reduced by an amount equal to the increase or reduction of the basic wage, but so as not to have retrospective effect. I ask members to construe the wording of that proposal. We know that what is intended is that the decisions of the court shall not have retrospective effect.

Hon. J. J. Holmes: The words "but so as not to have retrospective effect" were put in by you.

Hon. A. LOVEKIN: I have said so. I referred this matter to Mr. Sayer a couple of times and pointed out that it would have retrospective effect. He sent me amendments which I sent on to Mr. Holmes and they were inserted in a couple of places. I saw that they were not included in this proposed amendment and I suggested that Mr. Holmes should include them to make his amendment complete.

Hon. J. J. Holmes: They were inserted not because they were required, but to keep you quiet.

Hon. A. LOVEKIN: Do you say they are not required?

Hon. J. J. Holmes: That is so.

Hon. A. LOVEKIN: Then I claim that the hon. member has put before the Committee an amendment that he does not understand. If the Committee will read the proposed subclause without the inclusion of the words I refer to, I will ask them to say what it means.

Hon. J. J. Holmes: It means as from the 1st July.

Hon. A. LOVEKIN: It does not say that. This was put up to Mr. Sayer and he admitted that it involved retrospective pay. He also admitted that the inclusion of these words would have to be made. Without them it would mean that if an award were made in July, 1925, and in June, 1926, the court increased the basic wage by 2s., the employer would have to pay retrospective wages back to July, 1925. On the other hand, if the basic wage were reduced by 2s., the employee would have to refund the amount back from that date.

Hon. J. J. Holmes: That is all moonshine. This means 1st July.

Hon. A. LOVEKIN: The hon. member cannot get the 1st July into it by any stretch of imagination. Then in his proposed Subsection 3, Mr. Holmes provides that the minimum wage payable under any industrial agreement or award, made before the commencement of this part, shall not be at a lower rate than the basic rate for the time being declared by an order of the court published in the way prescribed, and every such industrial agreement and award shall have effect as if it were therein provided that the minimum wage to be paid thereunder "after such declaration" should be not less than the basic wage as determined for the time being, but subject to special provisions which he outlines. The words "after such declaration" were inserted by Mr. Sayer, although Mr. Holmes now says that they are not wanted. Mr. Saver agreed that without those words, the subclause would involve back payments extending over months. I know what is intended, but I will challenge any stranger or hon. members to read it and construe it clearly without having a knowledge of the objective in view. Then in his proposed Subsection 4, Mr. Holmes provides for any question or dispute as to the rate of wage to be paid to any class of worker under an industrial agreement or award made before or after the commencement of this part but before the basic wage is fixed, being referred to and determined by the court. In his proposed Subsection 5 Mr. Holmes refers to the basic wage, the living wage, and the minimum wage, which are supposed to be synonymous.

Hon. J. J. Holmes: You know the three exist.

Hon. E. H. Harris: What is a living wage?

Hon. A. LOVEKIN: I do not know.

Hon. E. H. Harris: Nor does anyone else.

Hon. A. LOVEKIN: I am drawing attention to those things because when the court comes to interpret this particular part, the wording will be commented upon, and I wish to protect myself should anyone refer to legislation passed by Parliament in what Mr. Keenan called "clumsy language." I want to make it clear that I do not agree with it. Proposed Subclause 5 continues—

> The court on the application of any party to an industrial agreement or award, or any industrial union of workers or employers bound by the award or by the agreement as a common rule, may adjust the wages fixed by such agreement or award and payable after such determination by an increase or reduction thereof, by an amount equal to the increase or reduction of the basic wage.

Hon. E. H. Harris: The man who framed that was a word-spinner.

Hon. A. LOVEKIN: That is so. It goes on to say that this subsection shall not effect the operation of Subsection 2. Yet Subsection 2 provides that if the court shall declare a basic wage to be higher or lower than that in force, the wages under any award or agreement shall be deemed forthwith to be automatically increased or reduc d, but so as not to have restrospective effect. This subsection should not affect anything; it is too involved and too clumsy for words. Paragraph 6 says—

> A memorandum shall be indorsed on every industrial agreement and award, made after the commencement of this Part of this Act, of the basic wage as determined by the Court for the time being, and a reference made to the *Gazette* in which that determination is published.

Still there is nothing to say that it shall have any force or effect.

Hon. H. Stewart: Do not the preceding paragraphs provide what shall be done?

Hon. A. LOVEKIN: I cannot follow it. It is desired that the basic wage declared by the court shall be endorsed on the agreement, but it should not be put in that form. I shall not take any responsibility for the new clause as it stands, because it will be very

difficult for anyone not in the Chamber and not knowing our objectives to say what it really means. My proposed new clause covers the position more clearly and concisely. Take for example the following—

*New awards and agreements.*

102. Awards and industrial agreements made after the commencement of this Part of the Act shall prescribe and distinguish separately—(a) the basic wage; (b) any additional wages, allowances, or remuneration in respect to skill or employment in offensive, unhealthy, injurious, or dangerous occupations, trades, or vocations; (c) any deductions in respect to junior, infirm or aged workers or apprentices.

*Automatic increases or decreases.*

103. Subject to section one hundred and one the basic wage prescribed in every award and industrial agreement shall, from time to time, automatically become increased or decreased so that it conforms to and is parity with the basic wage as last determined by the Court: Provided that in the case of junior, infirm or aged workers or apprentices, in respect to whom a lower basic wage may have been prescribed, such increase or decrease shall be *pro rata* to such lower rate of wage.

I pose not as a draftsman but as an ordinary journalist. I have read Mr. Holmes's proposal with a knowledge of what we want, and I submit that I have expressed it in clear language that can be easily construed, and with some measure of sequence. I have made this long speech to protect myself.

Hon. J. J. HOLMES: Mr. Lovekin's concluding remarks explain the position. He has produced his amendment as an ordinary journalist. He approved of my amendment——

Hon. A. Lovekin: I did not.

Hon. J. J. HOLMES: All the provisions made were considered necessary, and then he attacked it in the ordinary journalistic way with blue pencil and contends that his is better. I shall not attempt to follow him right through his argument, but I shall say that he has unconsciously attempted to side-track the Committee. He says that but for his amendment to prevent retrospective effect, any increase of the basic wage would have operated from the commencement of the agreement. But for his foresight and persistency, that would have been overlooked. Mr. Lovekin's proposal includes the following—

(5) The basic wage so declared shall operate and have effect from the first day of July thence next ensuing and shall remain in force until the thirtieth day of June in the year following.

That fixes definitely when the increase or decrease shall commence, irrespective of whether any agreement is made, and yet the hon. member has stood here for half an hour trying to prove his exceptional ability to revise the new clause. He tells us he does not care for Mr. Sayer or Mr. Jackson. What Mr. Keenan had to say did not affect him.

Hon. A. Lovekin: I did not say that.

Hon. J. J. HOLMES: I have tried to do my best with the material at my command, assisted by Mr. Jackson, Mr. Sayer and Mr. Lovekin until the new clause was finalised and Mr. Lovekin began with a blue pencil. The question is whether we shall accept what the legal fraternity consider explains the position or what the journalistic fraternity suggests should be adopted.

Hon. E. H. HARRIS: I have carefully considered both proposals. I have marked off in Mr. Holmes's new clause all that is embodied in the new clause suggested by Mr. Lovekin and I find inches more of print in the one submitted by Mr. Holmes. As a layman I consider Mr. Lovekin's new clause far more concise and clear than is Mr. Holmes's.

Hon. E. H. Gray: You favour the journalistic phraseology.

Hon. E. H. HARRIS: I do not care whether it is journalistic or whether it is framed by a butcher or a baker. The question is whether it concisely expresses what is desired. If the lengthened proposal by Mr. Holmes was submitted to a legal adviser and he was offered a fee to reduce it by one-third, he would do it inside a few hours. From the viewpoint of laymen like the presidents and secretaries of organisations who will be asked to interpret the new clause, the phraseology suggested by Mr. Lovekin is preferable.

The CHIEF SECRETARY: The Committee should be grateful to Mr. Holmes for the great interest he has taken in this matter. He has been in consultation with the representatives of the employers and the workers, and has been in touch with the solicitor for the Employers' Federation and has met Mr. Sayer and Mr. McCallum. There was practically a joint conference this morning and the new clause submitted is the result. It was recognised from the outset that this was the most important clause in the Bill.

It was necessary that the draftsmanship should be perfect in order to achieve the object. After the interviews with men fully competent to form a judgment, both sides have agreed to this new clause. Mr. Lovekin's amendment was considered only to be laid aside. I have read Mr. Lovekin's amendment. It is a beautiful sample of lucidity of expression. It puts the position clearly, but I consider Mr. Holmes's amendment covers all the ground. We could not accept Mr. Lovekin's, and cast aside that which had been approved by both sides.

Hon. A. J. H. SAW: I am reminded of the old saying, "Let the cobbler stick to his last."

Hon. A. Lovekin: Practise what you preach.

Hon. A. J. H. SAW: I should prefer to accept the draftsmanship of members of the legal fraternity. To the ordinary reader Mr. Lovekin's amendment is a good deal less involved than is that of Mr. Holmes.

Hon. A. Lovekin: It has been amended half a dozen times.

Hon. A. J. H. SAW: Did Mr. Jackson see Mr. Holmes' clause as it is now presented?

Hon. A. Lovekin: No, he is away.

Hon. A. J. H. SAW: If he did not see it, and it has been altered since his advice was taken, there is a doubt about the position. Did Mr. Keenan draft Mr. Lovekin's amendment, or is it Mr. Lovekin's own drafting backed up by Mr. Keenan's opinion?

Hon. A. Lovekin: No, Mr. Keenan has not seen this. The one I had before on the Notice Paper was prepared by Mr. Keenan.

Hon. A. J. H. SAW: Then I am between the devil and the deep sea. I do not know which to accept. If the Employers' Federation solicitor has not seen the clause as it comes to us, and it has been painted by the skilful hand of the Minister for Labour—I had some experience of his subtlety in connection with the workers' compensation legislation—I am not prepared to accept in its present form the involved clause presented by Mr. Holmes.

Hon. A. LOVEKIN: Mr. Holmes set to work as a peacemaker, and as a result of his endeavours a clause was drafted. Mr. Sayer made certain alterations and a conference with Mr. Jackson ensued. I also saw Mr. Sayer and Mr. Jackson. The latter thought that certain alterations ought to be made and Mr. Sayer set about making them. I, too, saw Mr. Sayer again, and had a chat with Mr. Harris and others. We then went back to Mr. Sayer and suggested certain amendments. The draft came back with amendments, and on the 27th of last month I sent a note to Mr. Sayer as follows:—

> During an informal discussion on paragraphs (3) and (4) noted on addendum paper herewith, it has been asserted that they have retrospective effect thus:—3. The minimum wage payable under any industrial agreement, etc., made before the passing of the Act shall not be lower than the basic rate for the time being declared by the court and published as aforesaid (14th June) and every such agreement, etc., shall have effect as if it were therein provided that the minimum wage to be paid thereunder should be not less than the basic wage so determined for the time being (*i.e.*, 14th June). 1. Assume agreement dated 1st January, 1925, with minimum wage at 12s. 2. Assume that on 14th June, 1926, court determines basic wage to be 14s. Would employer have to pay as from 1st January, 1925, at the 14s. rate? Paragraph 4. On like assumption, would court be permitted to adjust a 12s. wage to a 14s. wage? And, conversely, in each case, if the new basic rate is 10s. as against 12s., could the worker under (3) be obligated to refund 2s. per day back to January, 1925, or could the court under (4) order an adjustment to the like effect?

Mr. Holmes put in the two amendments I have already quoted, and that ended the business.

Hon. J. J. Holmes: That is your version.

Hon. A. LOVEKIN: Mr. Holmes and I are old friends and we wanted to get the amendments in order. Mr. Holmes' amendment means what I mean by mine, but I say that mine covers the ground so clearly that everyone who runs may read.

Hon. J. J. HOLMES: Mr. Lovekin suggests that I was at sixes and sevens.

Hon. A. Lovekin: I did not say that. I said that Mr. Jackson agreed that some amendments were necessary.

Hon. J. J. HOLMES: We were all in agreement except Mr. Lovekin. Mr. Jackson left disgusted and I followed suit. We left Mr. Lovekin and Mr. Sayer arguing the point. There has been no material alteration in the amendment.

Hon. A. Lovekin: The three retrospective portions are very material.

Hon. J. J. HOLMES: While Mr. Lovekin claims to have made the discovery, it was Mr. Jackson who made it.

Hon. A. Lovekin: He did not put them in.

Hon. J. J. HOLMES: We provided that when the basic wage came into force it

should have full force and effect, but there was no reference to existing agreements and awards. Mr. Sayer said that Mr. McCallum was prepared to wait until the position arose and then fight it out. Mr. Jackson then said we had better face the position. At this morning's conference, Mr. Andrews, on behalf of the Employers' Federation, said the only objection he could find to the amendment was with regard to apprentices, and the effect of the determination of the court upon the wages that had been agreed upon.

Hon. H. STEWART: Mr. Lovekin was clear on the point that he was right, and that he did not care for any other legal opinion, that he would consult Mr. Keenan, but that if that gentleman's opinion differed from his, he would adhere to his own view. It is rather a pity that the words "or living" crept into the paragraph twice. I should like to be assured by members skilled in industrial legislation that the clause conveys fully what is intended and that it is not subject to misconstruction.

Hon. J. J. HOLMES: We have had no basic wage provided so far, but a living wage. In existing agreements and awards there is a living wage: in future agreements and awards there will be a basic wage.

Hon. J. NICHOLSON: I agree with the Leader of the House that no clause of the Bill transcends this one in importance. I agree also that the Chamber owes a debt to Mr. Holmes and Mr. Lovekin for the efforts they have used in seeking the solution of a most difficult problem. I am sorry they have not arrived at an agreement which would have enabled them to put one clause before the House.

Hon. J. J. Holmes: We did, in fact, agree absolutely.

Hon. J. NICHOLSON: Members are now asked to be adjudicators upon the two clauses. For simplicity and directness of language Mr. Lovekin's clause appeals to me. To begin with, his clause gives a definition of "basic wage," whereas the other clause necessitates one's going through all the intervening provisions before one finds out what "basic wage" means.

Hon. J. J. Holmes: The clause can be moved up to be No. 1, if you like.

Hon. J. NICHOLSON: Whether Mr. Lovekin's clause covers all the ground which is covered by Mr. Holmes's longer clause, is matter for consideration. I would not like to say definitely that one or the other shoul be selected. "Living wage" is not inte preted.

Hon. J. J. Holmes: I told you that th words "living wage" refer to agreement made before the passage of this measure.

Hon. J. NICHOLSON: It might be de sirable to defer consideration of the claus for a day, so that the matter might be abs lutely finalised. Great weight attaches t Mr. Holmes's clause from the fact of it having been considered by all parties cor cerned.

The CHIEF SECRETARY: I recognis the need for carefully reviewing the Bi before it is sent back to another plac This morning I arranged with the So icitor General that the Bill shoul be closely scrutinised by him befo going to the third reading in th Chamber. It will be held up for a few day that it might be revised by the Solicito General in order to be sure that the amend ments have been correctly made and that th clauses are in conformity with hon. member desires. "Living wage" means the wage i existence prior to the determination of th basic wage if the Bill becomes an Act. "Li ing wage" is the present basic wage, and governed by Section 84, Subsection 2 of th Act. It was inserted here in distinction fro the basic wage.

Hon. J. Nicholson: It is often referred t as the minimum wage.

The CHIEF SECRETARY: No, I thin that is the wage relating to any class o skilled labour.

New clause put and passed.

Clause 60—Registration of agreements o apprenticeship:

The CHIEF SECRETARY: On Thursda night last I moved an amendment to th clause. In that amendment the word "union appeared. It was pointed out to me that suc a word is indefinite and might mean eithe industrial union of workers or industri union of employers. I undertook to have re-drafted on recommittal. I move an amend ment—

That in line 8 the word "union" be struc out and "industrial union of workers" i serted in lieu.

Amendment put and passed.

The CHIEF SECRETARY: When th clause was under consideration Mr. Loveki drew attention to the fact that as it stood

might conflict with Section 58. To get over the difficulty, although the Solicitor General says the difficulty does not exist, I move an amendment—

That at the beginning of Subclause (6) the following be inserted:—"Except as provided in Subsection 3 of Section 58."

Amendment put and passed; the clause as further amended, agreed to.

Bill reported with amendments.

*Further Recommittal.*

On motion by Hon. J. Duffell, Bill further recommitted for the purpose of further considering new Clauses 21 and 57.

Hon. J. W. Kirwan in the Chair; the Chief Secretary in charge of the Bill.

New Clause 21:

Hon. J. NICHOLSON: Earlier in the evening, on the motion of Mr. Harris, new Clause 21 was inserted as follows:—

Section 66 of the principal Act is amended by inserting after the word "direct," in the first line of paragraph (x), the words "of its own accord or at the request of a majority of the parties of either side."

On referring to Section 67 of the Act I find that it provides practically what the hon. member intended to achieve by the new clause. I therefore propose that we delete that new clause. If we do not do so, most certainly the Crown Law authorities in scrutinising the Bill will do so.

Hon. E. H. HARRIS: I raise no objection to the hon. member's proposal, but the point occurred to me that Section 67 referred to any experts appointed as assessors. If the hon. member with his legal training assures me that it does not relate specifically to experts, I have no objection to the new clause being withdrawn.

New clause put and negatived.

New Clause 57.

Hon. J. DUFFELL: I move—

That the following proviso be added to new Clause 57:—"Provided that where the wage is payable on the basis of age no person under the age of twenty-one years shall be entitled to recover any increase of wages who has misrepresented his true age to the employer on engagement."

This proviso is necessary to prevent any employer being victimised as the result of a misstatement that may be made by a youth when he gives his age as being a year less than it really is. No harm can be done by inserting the clause. Of course a certificate could be produced but it is not necessary to go so far when we provide that the employer shall not be held responsible. It is the desire that the correct age of a youth should be stated, where the rate of wages is based on the age of the applicant.

The CHIEF SECRETARY: I cannot understand the object of the hon. member's amendment. I think he should give the Committee more information.

Hon. J. DUFFELL: Right through the proceedings the Leader of the House has asked for still further reasons for amendments moved by members. He never seems to be satisfied. This amendment is as plain as a pikestaff, and if the Leader of the House cannot understand it, then he cannot understand plain English. If a youth is applying for a position and he gives his age as 18——

Hon. T. Moore: Would that be in the case of an apprentice?

Hon. J. DUFFELL: No; any position. If the youth gives his age as 18 and he is in reality 19, then on reaching 21 he might declare that he had been underpaid, and make a claim against the employer.

Hon. J. NICHOLSON: The amendment should go further and provide that the employer should not be subject to any penalty. This is necessary because the employer would unwittingly have committed a breach of the agreement. I suggest that the matter be left over and it should also be decided in the interval whether Mr. Duffell was inserting the amendment in the right place.

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

| | |
|---|---|
| Ayes .. .. .. | 13 |
| Noes .. .. .. | 7 |
| Majority for .. .. | 6 |

AYES.

| | |
|---|---|
| Hon. J. Duffell | Hon. G. Potter |
| Hon. J. Ewing | Hon. E. Rose |
| Hon. V. Hamersley | Hon. H. A. Stephenson |
| Hon. E. H. Harris | Hon. H. Stewart |
| Hon. J. J. Holmes | Hon. H. J. Yelland |
| Hon. A. Lovekin | Hon. H. Seddon |
| Hon. J. M. Macfarlane | *(Teller.)* |

NOES.

| | |
|---|---|
| Hon. J. R. Brown | Hon. T. Moore |
| Hon. J. M. Drew | Hon. J. Nicholson |
| Hon. E. H. Gray | Hon. A. Burvill |
| Hon. J. W. Hickey | *(Teller.)* |

PAIR.

| AYE | NO |
|---|---|
| Hon. J. Ewing | Hon. W. H. Kitson |

Amendment thus passed; the new clause, as amended, agreed to.

Bill again reported with a further amendment.

Hon. A. LOVEKIN: Will it be possible for members to secure a reprint of the Bill a few hours before it is again considered?

The DEPUTY PRESIDENT: It will rest with the Chief Secretary as to whether this will be possible.

The CHIEF SECRETARY: I do not intend to bring the Bill forward again until it has been thoroughly examined by the Parliamentary draftsman. I will see what can be done in the way of providing members with a clean print before it is again considered. Every effort will be made to do this before the third reading. I do not intend to rush the third reading through.

## BILLS (2)—FIRST READING.

1, Reserves.

2, Industries Assistance Act Continuance.

Received from the Assembly and read a first time.

*House adjourned at 11.3 p.m.*

# Legislative Assembly,

*Tuesday, 1st December, 1925.*



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

## PETITION—BRITISH IMPERIAL OIL COMPANY LIMITED.

The MINISTER FOR WORKS (Hon. A. McCallum) presented a petition from the British Imperial Oil Company Limited, praying for the introduction of a Bill to provide powers for the storage and supply of oil, liquid fuel, petroleum spirits, kerosene and petroleum products, and for other purposes.

Pettion received, and the prayer of the petitoners granted.

## BILL—BRITISH IMPERIAL OIL COMPANY, LIMITED (PRIVATE.)

Introduced by Minister for Works and read a first time.

*Referred to Select Committee.*

On motion by the Minister for Works, Bill referred to a Select Committee consisting of Messrs. Clydesdale, Chesson, J. H. Smith, Thomson and the mover, with power to call for persons and papers, to sit on days over which the House stands adjourned, and to report on the 3rd December.

## BILL—DIVORCE AMENDMENT.

Returned from the Council without amendment.