would suffer to the extent that people were kept off the land. If arrangements were made to give the discoverer a money reward, such as he believed had been given in the case of gold and for minerals, that discoverer ought to consider himself fairly treated. There was no reason why the Government should make an exception in the case of diamonds, and give an enormous area, very much larger than they would give, or than had been given, in the case of gold.

Question put and negatived.

WORKMEN'S WAGES BILL.

Received from the Legislative Assembly, and, on the motion of the COLONIAL SECRETARY, read a first time.

AGRICULTURAL LANDS PURCHASE ACT AMENDMENT BILL.

Received from the Legislative Assembly, and, on the motion of the COLONIAL SECRETARY, read a first time.

COOLGARDIE GOLDFIELDS WATER SUPPLY CONSTRUCTION BILL.

Received from the Legislative Assembly, and, on the motion of the COLONIAL SECRETARY, read a first time.

ADJOURNMENT.

The House adjourned at 5.25 p.m. until the next day.

Legislative Assembly,

Tuesday, 4th October, 1898.

Question: Official Receiver and his Speech at Coolgardie—Question: Breach of Privilege by Newspapers outside the Colony—Question: Alteration of Questions in Notice Paper—Metropolitan Water Supply and Administration; Select Committee's Report—Metropolitan Waterworks Act Amendment Bill, first reading—Streets Closure (Fremantle) Bill—Coolgardie Goldfields Water Supply Construction Bill, third reading—Prevention of Crimes Bill, third reading—Message: Assent to Bills—Goldfields Act Amendment Bill, consideration resumed on clause 10, Division, to clause 13, progress reported—Adjournment.

THE SPEAKER took the chair at 4.30 o'clock, p.m.

PRAYERS.

QUESTION: OFFICIAL RECEIVER AND HIS SPEECH AT COOLGARDIE.

MR. MITCHELL (Murchison), without notice and by leave, asked the Premier, in the absence of the Attorney General: Whether he has seen a paragraph or newspaper report of a speech delivered by the Official Receiver while at Coolgardie, a few days ago; and, if so, what steps he proposes to take to prevent the recurrence of an official or public officer traducing the colony, as the Official Receiver appears to have done.

THE PREMIER (Right Hon. Sir J. Forrest): In reply to the hon. member, I have seen a report in the Perth newspapers of a speech delivered by the Official Receiver in Coolgardie, and that report of the speech has been referred by the Attorney General to the Official Receiver, with a request for him to state whether the report is accurate; and as soon as we receive a reply from the Official Receiver, the Government will consider the matter. I may say the Official Receiver seems to have gone on some errand to Coolgardie, and therefore the Attorney General has not been able to get a reply from him: otherwise he would have been able to have had it before this time.

QUESTION: BREACH OF PRIVILEGE BY NEWSPAPERS OUTSIDE THE COLONY.

MR. VOSPER (North-East Coolgardie), without notice and by leave, asked the

Premier, in the absence of the Attorney General: Is he aware that the report of an alleged disturbance in the precincts of this House, published recently in a Kalgoorlie newspaper, has been published in the *Adelaide Advertiser*, the *Melbourne Age*, and the *Sydney Daily Telegraph*? And, if so, is it the intention of the Government to prosecute, in the case of those newspapers?

THE PREMIER (Right Hon. Sir J. Forrest) replied: The matter has not been brought under my notice, and I am not aware of what the hon. member now informs me. I question whether the jurisdiction of this House would extend beyond the limits of this colony. I may say the Government are not prosecuting in this matter, but this House is dealing with it. I moved in the matter, certainly, because I was asked to do so, the matter having been brought under my notice by several hon. members; but I would like it to be distinctly understood that it is not the Government who are moving in the matter, but it is an action taken by this House, under the statute which preserves and protects the privileges of members of Parliament; and of course the Attorney General, in any action he may take, is acting under the instructions of this House, and not as a member of the Government.

QUESTION: ALTERATION OF QUESTIONS IN NOTICE PAPER.

MR. OLDHAM (North Perth) had given notice of his intention to ask the Director of Public Works certain questions, which which appeared in the Notice Paper thus:—1, Whether the charges preferred by the Chief Accountant of the Public Works Department against the Sub-Accountant have been substantiated? 2, If not, why the Sub-Accountant has been notified that he will be removed from his position on 31st December, without any reason having been advanced in his letter of notification. The hon. member said: Before asking the questions as they now stand in the Notice Paper, I desire to get some information as to the reason why the questions of which I gave notice in the House have not been put on the Notice Paper in the form in which I gave them.

THE SPEAKER: I will tell the hon. member that the reason is, because the questions were not in order, and the questions were revised by my authority. They contained matter of argument and matter of opinion, which are not proper to be put into the shape of questions, but should be stated by means of a motion.

MR. OLDHAM: I bow to your ruling, sir, and I desire to ask another question: Why the papers in connection with this matter were not laid on the table of the House in accordance with the promise of the Director of Public Works?

THE DIRECTOR OF PUBLIC WORKS (Hon. F. H. Piesse): Part of them are prepared, and I have been willing to place those on the table; but the hon. member wants the whole of the papers, and they are not all prepared yet.

MR. OLDHAM: In consequence of the reply of the Director of Public Works, I beg leave to withdraw my notice of these questions until the papers have been laid on the table. My reasons are that these questions would not allow hon. members to be seized with a full knowledge of the facts, until the papers are laid on the table.

THE SPEAKER: I advise the hon. member that, after he has seen the papers and read them, he should bring forward a motion, which will enable discussion to take place. He need not give notice now.

METROPOLITAN WATER SUPPLY AND ADMINISTRATION.

SELECT COMMITTEE'S REPORT.

SIR J. FORREST brought up the report (with evidence) of the Select Committee appointed to inquire into the Metropolitan Water Supply and administration by the Waterworks Board.

Report received and ordered to be printed.

METROPOLITAN WATERWORKS ACT AMENDMENT BILL.

Introduced by the PREMIER, and read a first time.

STREETS CLOSURE (FREMANTLE) BILL.

Introduced by MR. SOLOMON, and read a first time.

COOLGARDIE GOLDFIELDS WATER SUPPLY CONSTRUCTION BILL.

Read a third time, and transmitted to the Legislative Council.

PREVENTION OF CRIMES BILL.

Read a third time, on the motion of MR. LEAKE, and returned to the Legislative Council, with a message requesting their concurrence in the amendments made by the Assembly.

MESSAGE: ASSENT TO BILLS.

A message was received from the Governor, stating that His Excellency had assented to (1) the Reappropriation of Loan Moneys Bill, and (2) the Supply (£300,000) Bill.

GOLDFIELDS ACT AMENDMENT BILL.
IN COMMITTEE.

Consideration resumed on Clause 10—Repeal of Section 36; Entry on land under application for lease for alluvial:

MR. MORGANS had moved at the last sitting that all the words after "thirty-six" in line 4 be struck out, and the following inserted in lieu thereof:—

An application for a lease shall entitle the applicant to mark out and take possession of the land applied for, and to hold the same, except as against any holder of a miner's right desirous of taking possession of any portion of the said land as an alluvial claim. Provided always, that no claim shall be taken up upon land applied for as a lease unless 50 feet distant from the line or supposed line of reef or reefs by surface measurement, and the applicant for the lease shall, within 48 hours of being served with a notice requiring him so to do, define as nearly as possible by a line the actual or supposed line of reef, but it shall not be lawful to define more than one supposed line of reef. Provided that any miner searching for and obtaining alluvial as aforesaid shall do so without undue interference with the bona fide operations and workings of the applicant for the lease, or with the buildings or shafts reasonably required by him. Provided also that the applicant for a lease may, subject to to the regulations, obtain an alluvial reward claim for any new discovery of alluvial made by him within the boundaries of the land applied for.

MR. VOSPER: There being the clause as framed by the Government, and the amendment as moved by the member for Coolgardie (Mr. Morgans) before the Committee, he distinctly preferred the clause as framed by the Government. The intention of the Bill was to protect the alluvial miner, and the Minister's proposal, while securing rights to the alluvial miner, appeared also to give ample protection to the applicant for a lease, as he was to be entitled to keep any portion of land not exceeding 100 by 200 feet along the line of reef, the existence of which must be proved. The Bill differentiated between alluvial ground and reefing ground, and in a case where it was proved that the ground was chiefly alluvial, no lease was to be granted. The amendment was objectionable because, though the applicant for a lease might not ultimately obtain the lease, he was to be entitled for 6 months to all the alluvial within 100 feet of the line of supposed reef. The declaration as to the existence of a reef might be the mere *ipse dixit* of a mining manager, and, if he were unscrupulous, the alluvial miner would be shut out from ground to which he ought to have access in searching for alluvial. Both the reefer and the alluvial man should have a fair share; whereas the amendment would deprive the alluvial man of the right to mine over a certain portion of the ground applied for as a lease, where a reef was supposed to exist, and that would not be a reasonable way of dealing with the difficulty, as the inevitable effect would be that the trouble of the Ivanhoe Venture would come over again.

MR. MORGANS: That applied only to a lease taken up on alluvial ground, and it supposed that the applicant did find a reef on alluvial ground.

MR. VOSPER: In that case, by all means give protection to the reefer.

MR. MORGANS thanked the hon. member for that concession. That was what his amendment proposed to do.

MR. MORAN: Put in the word "approximate," in regard to the reef.

MR. VOSPER: That would be a decided improvement.

MR. LEAKE: The clause in the Bill would satisfy him better if it were amended by striking out all the words after "alluvial claim," thereby striking out the whole proviso. His opinion was that no person should be protected in any way when he applied to take up alluvial ground as leasehold, and the application for such ground should not have the effect of shutting up land at all.

THE PREMIER: Not even if there was a reef on it?

MR. LEAKE: No. No man would apply to take up a reefing claim on alluvial ground. The party who found a reef on

alluvial ground might peg out under his miner's right; and, to give him the benefit of his discovery, his reefing claim might be made larger than was provided for in the present regulations. An application for a lease should not protect the land at all, for leases ought not to be granted indiscriminately, nor until there had been an opportunity of thoroughly testing or prospecting the ground either for alluvial or reef gold.

THE PREMIER: The prospector would not like that.

MR. LEAKE: If it were a reef claim pure and simple, give two or three hundred feet along the line of reef, if necessary; but do not allow the application to shut up the land at all.

THE PREMIER: The prospector who found the reef would not like anyone else to have it.

MR. LEAKE moved, as an amendment, that all the words after "claim" be struck out; thereby striking out the proviso at the end of the clause.

MR. GREGORY: Clause 11 provided that, "after the granting of any lease, the lessee shall have the exclusive privilege of mining on the land demised and every part thereof." But it did not state whether anyone pegging out a claim on the lease, in the interval between the application and the granting of the lease, could not be protected. Some effort should be made to prevent a lease being granted while such alluvial men were on the ground.

MR. MORAN: That was unnecessary, as it was provided for in the principal Act.

MR. GREGORY: Clause 11 gave to the lessee the exclusive right to all gold within his pegs. Was the alluvial man to be protected, after the application made by the lessee under clause 9?

MR. LEAKE: The land which was the subject of the application was not a lease, but was Crown land.

MR. GREGORY: Yes; until the lease had been approved by the Government. Presumably, approval meant the granting of the lease. Some steps, however, should be taken to conserve the rights of the alluvial man who went upon an application for lease, until he had exhausted his claim. Was he to be driven off, after he had sunk 50 or 60 feet in search of alluvial?

MR. LEAKE: No; the amendment would not turn him off.

MR. GREGORY: True, the amendment would not do so; but there ought to be a clause to protect such men as long as they worked their claims. The leaseholder should also be protected; and there should be some definite statement as to what portion of the lease the alluvial man could go upon, stating how far from the reef he must keep away, and providing that he should do nothing to interfere with the operations of the leaseholder. The amendment of the member for Coolgardie (Mr. Morgans) was a fairly good one, but required a slight addition; for, according to the amendment, there might be two or three reefs on a property, and if a line of reef could be proved to exist, the applicant could also mark out "a supposed line of reef." He desired to move that these words be added to the amendment, "and the supposed line of reef shall be delineated, if the existence of a reef or reefs is proved." This would prevent men having four or five lines of reef, and also a supposed line of reef. They should not have the power to mark out a supposed reef.

THE PREMIER (Right Hon. Sir J. Forrest) said he would like to clearly express his views on the matter, for there seemed to be some difference of opinion, which it was advisable to clear up. If a man went out into the country, and found a piece of auriferous land and pegged out, say, 24 acres, and made an application for a lease, anyone else coming upon the land for alluvial and pegging out a claim or claims should be able to do so until such time as the warden, after examination in open court, recommended that a lease should be issued; and, in the event of a lease being recommended by the Minister for the approval of the Government and being granted, then he (the Premier) maintained that all those alluvial claimants should have to clear out. His friend opposite (Mr. Leake) seemed to think differently, and was evidently wrong. His (the Premier's) view was reasonable, for we must always give credit for the honesty and *bona-fides* of the wardens and the Government. It was unlikely that persons administering the law would be actuated by other than honest motives. That being so, what would happen if an allu-

vial miner continued to work a portion of land applied for as a lease for the purpose of black-mailing—not finding any gold, but merely remaining so that he might be bought out? The Government, through the warden, would send an inspector to examine the ground; and, if satisfied there was no alluvial, was the lessee to be stopped from getting his lease for ever, because such persons liked to stay on the land for the purpose of preventing a lease being issued?

MR. ILLINGWORTH: It would be impossible to dispossess them.

THE PREMIER: They could be dispossessed, for if a lease were granted, it would at once dispossess them; and quite right too, unless the Committee wished to raise difficulties for the purpose of allowing persons to make money by black-mailing lessees.

MR. GREGORY: The application would not be delayed for a longer term than six months.

THE PREMIER: That was not certain.

MR. GREGORY: That was so according to clause 9.

THE PREMIER: If that were so, the warden would have to say: "There are some men on that ground, and I will not recommend a lease of it;" although there was perhaps no alluvial in it whatever.

MR. KENNY: But suppose the men were getting gold?

THE PREMIER: Then the warden would not recommend the lease, nor would it be desirable to dispossess those men.

MR. ILLINGWORTH: How would the fact be ascertained?

THE PREMIER: The warden would have to decide on evidence—the report of the inspector.

MR. ILLINGWORTH: That was not in the Bill.

THE PREMIER said he thought it was. It was clear in the Bill that, when a lease issued, everyone else except the lessee was dispossessed. The only persons who could not be dispossessed were those who had a title prior to that of the applicant, such as persons who were working alluvial there before.

MR. VOSPER: Would not a miner's right be a prior title?

THE PREMIER: It would be, if the holder was in possession before the applicant, but not if he came there subsequently.

MR. VOSPER: When did the title of the lessee commence? Was it not when the lease was granted?

THE PREMIER: The rights of the lessee evidently commenced from the date of his application; but it would be highly undesirable to lay it down that the warden should decline to issue a lease because there were some persons camped on the land, who were finding no gold, but were only desirous of making as much as possible out of the lessee. Undoubtedly, the effect of the clause was that, if the warden, the Minister, and the Government could be convinced that a lease should be issued, that lease would sweep away all claims acquired by miners subsequent to the application for lease. How could it be otherwise? If the alluvial men were getting gold, that fact would be shown by the report of the geologist or inspector; and if they were making a living, and were actuated by proper motives in staying on the land, no one would want to dispossess them. All this would be a matter of evidence, and rightly so. He disagreed with the member for Albany (Mr. Leake) in saying a prospector going into the country, and finding a valuable reef, should have it overrun by everyone, and have no claim whatever to any portion of the land or reef until the lease could be granted six months afterwards. This would be the strongest blow that could be struck at the prospector—a blow never struck at him yet, for the prospector always had, at least, the right to the reef and 50ft. on each side of it, whereas the hon. member (Mr. Leake) wished to take that away from the prospector. It only showed that the hon. member did not know much about the subject with which he was trying to deal.

MR. LEAKE said he was not altogether opposed to the Premier on the point, and he would explain subsequently.

THE PREMIER: In that case, what he had just said could be withdrawn. We wanted to encourage persons to go out into the country and find reefs, because this was a reefing country, there being very few exceptions. We did not want everyone to have the right to go and take away property which other people had found; for if so, what would be the in-

ducement for either poor men, rich men, or syndicates to send out prospecting parties? A great many were, at present, sending out prospecting parties to find reefs, and this cost an immense amount of money. If it were to go forth that when once a reef had been found, people could not over-run it, and take away the gold and everything else, many persons would be willing to take the risk of looking for reefs. We wanted to encourage the prospector in every way; and when he had found his reef, we should give him as much security as possible. We could not secure to him the alluvial, because that would be unreasonable; but we could secure to him the reef. Therefore we should not do away with the provision that the first person who found a reef, and pegged it out, should be entitled to the absolute right over it, and 50 feet on either side of it, the alluvial miners having the rest, until such time as, in the opinion of the warden and the Government, after due enquiry in open court, the alluvial was worked out. When that occurred, notwithstanding that some people might camp upon the land, not getting any gold, and never having found any, a lease should be issued, and all persons but the leaseholder should thereby be dispossessed. In the case of *bona fide* miners, there would be no difficulty, because alluvial men would not work upon the land unless they could make it pay. But we knew there were such things as combinations, consisting not of poor men, but probably rich men, whose object was to abstract money from those who had it. He could see nothing easier than for a combination of capitalists to send half-a-dozen miners upon claims on a valuable reefing property, for the purpose of extracting from people large sums in money or shares, to induce them to clear out. In his opinion the Government were nearly on the right track. He did not see much difference between the proposal of the Government and that of the member for Coolgardie (Mr. Morgans). The only difference was that the Government wanted to give some security. The Government specified 100 feet by 200 feet, whereas the member for Coolgardie urged that there should be the same width, but that it should run through the lease in a direction to be marked out.

Mr. Moran: Let the Government make the area three acres round the shaft.

The Premier: That would be very good. We were almost agreed, and it was only a question of how much of the 24 acres should be given to the leaseholder, so that he might sink a shaft, put up his buildings, and get to work. We might say to the whole of the miners of West Australia, "If you go out into the country and find a reef or a lease of 24 acres worth taking up, we will be agreeable for you to have three acres for yourself, and let 21 acres be appropriated by others; and, provided it is a reef, you can stick to the 50 feet, but, if not a reef, then we will give you three acres in a square block, or some other shape." No one would say that was an unreasonable proposition. If hon. members would look at it in that way, we would be able to come to some conclusion that would be agreeable to everyone.

Mr. Leake: The Premier had thrown a little light on the subject; but he hoped the right hon. gentleman did not mean what he asserted, when he said that he (Mr. Leake) knew nothing about the subject.

The Premier: That was withdrawn. He (the Premier) meant with regard to a reef

Mr. Leake: It was his knowledge of the subject which enabled him to appreciate the argument of the Premier. The object of the right hon. gentleman could be carried out by inserting after the word "claim," in lieu of the words that he (Mr. Leake) had proposed to strike out, words to this effect: "until the application is approved." He understood the Premier's contention was that an alluvial miner should have a right to go on to the land applied for as a lease, up to the time when the application was approved; and, that being so, he would assist the right hon. gentleman with an argument in favour of that contention. Suppose a *bona fide* piece of reefing land, having on either side of it alluvial soil: that there was no doubt the men had pegged out the ground, believing it to be reefing country; then the alluvial man came along, and said, "No; there is some alluvial ground there, I will prospect that, not for the reef, but for allu-

vial." He would put his pegs in, and could search for and obtain alluvial, if any, within the original pegs. The alluvial man would thus be unmolested; and we might assume that so long as he was on the ground for alluvial gold, his objection to the lease being granted would be a sound objection, and no application for a lease in respect of land so situated should be approved until the alluvial had been worked out. The only possible danger was that, where a man had been allowed to peg out an alluvial claim under his miner's right, notwithstanding he had not abandoned the ground, the application might be approved, and it might turn out a few days afterwards that there was alluvial gold. The alluvial miner might then set up a grievance. It might be an imaginary one, but he (Mr. Leake) was putting this as a possibility, and there was not much in it. There would be nothing to complain of, but he really thought if the alluvial miner was able to prove to the satisfaction of the warden that there was alluvial, and he could do so if he was finding gold, then the warden would never approve of the application for a lease. He agreed that a man who went out into a new country and found an outcrop, and pegged it out, was entitled to have it. The chances were that under these circumstances none of the land which he applied for would be tested for alluvial. But, in the case of alluvial flats, such as those about Kalgoorlie, the greatest care should be exercised in regard to the application for leases. The present Bill contained a provision not in existence before, to the effect that the warden might, if he thought fit, obtain evidence as to whether or not the ground was likely to be alluvial. If that enactment were in the Bill the wardens would not disregard it, and would not recommend applications indiscriminately, as they had done in the past.

MR. MORAN: That was exactly the rule in Victoria.

MR. LEAKE: We must not talk about dispossessing anybody. We should rather put it that the original discoverer should, as it were, be given a "leg in." The next man who came along with a miner's right could go on and prospect for alluvial gold, and when he had exhausted his rights and remedies, his license to search should be practically cancelled.

MR. MORGANS: He had all he could get.

MR. LEAKE: He had all he could get, and his own time to obtain it in. That was what we wanted to ensure, and it would be found that the miner would, with the assistance of the warden, be able to protect himself; as he would constitute himself a sort of detective to prevent the leaseholder from grabbing any possible alluvial. The suggestion of the Premier, perhaps modified somewhat in the terms of the proposed new clause of the member for Coolgardie, would meet the case. He desired in the course of this debate to arrive at what was a just conclusion. Members were not present as advocates, but as judges of the situation; and if we set out the principle which should guide us, the Parliamentary draftsman could give effect to the ideas agreed upon.

MR. ILLINGWORTH: Extreme care should be exercised in dealing with this difficult question. The difficulty had arisen from circumstances which were not foreseen when the existing Act was being considered by Parliament in 1895; and although the Premier had given him credit for creating the present difficulty by the course he took in amending the mining law in 1895, yet that was hardly the case, as he would show by quoting what he actually said at the time, as reported in *Hansard* on page 1155. Speaking in 1895 on clause 30 of the Goldfields Bill, "Entry upon lease for alluvial," *Hansard* reported him as follows:—

> Mr. Illingworth did not see why the alluvial miner should only be permitted to look for gold on the surface of a leasehold for twelve months following the date of the application for a lease. In Victoria, at Dunolly, the "Welcome" nugget had been found on ground that had been considered to be worked out many years prior to the discovery. Every facility should be given to the alluvial miner to get gold, which added to the wealth of the colony.

He thereupon moved that certain words be struck out, and added:—

> The alluvial miner did not interfere with the working of a mine in any way, and he should be allowed to continue his search on the surface at any time.

The member for Geraldton (Mr. Simpson), and the member for Yilgarn (Mr. Moran) spoke on the Bill to the same effect in 1895. The development of min-

ing in this colony had been of a character which raised a most important question, and the Committee had now to deal with it. His experience was that alluvial country on other goldfields was always distinctly separate country; but in this colony something distinctly new had been found in alluvial mining, and a question had been raised as to whether the stuff was alluvial or was a reef or lode. He did not agree with those who argued that the settlement of the dual title would affect the credit of this colony on the London market, for what English investors looked for was the right to prosecute mining. The difficulty could be removed only by taking one distinct and positive line, and saying that no ground which was alluvial should be granted on lease at all until the Government were satisfied that the alluvial was worked out; secondly, whenever the Government did grant a lease, the holder of that lease should be entitled to all the gold within the four pegs.

MR. MORAN: What about the hon. member's own amendment?

MR. ILLINGWORTH: That amendment was quite consistent with what he was now saying. A man who started to find a reef and ultimately found alluvial should be called upon to put on that ground the necessary amount of labour for alluvial; in other words, such an amount of labour as Parliament might determine to be reasonable. The clause before us proposed to perpetuate the very thing which had caused the difficulty at the outset. A man finding alluvial country and pegging out should not be allowed to lock up that country, because it would not be in the interests of the mining industry generally to do so. The reefer would not trouble himself about alluvial, when searching for a reef; but what was proposed in the Bill was that any man might follow the prospector, go on the ground, and find alluvial there if he could, and be entitled to take it when he found it. We should provide distinctly that the fact of alluvial gold being found should be sufficient to bar the granting of a lease: but that point was not made clear in the Bill. He would like to see the miner in this country, as was the case in Tasmania, take out his lease for both alluvial and quartz mining, so that ground held under alluvial conditions must be worked accordingly, and ground held under reefing conditions would be worked in accordance with reefing requirements. It should be made clear that, so long as alluvial was being obtained, that fact should block the granting of a lease for that piece of ground.

THE PREMIER: In that case, the boundaries would be amended as proposed in the Bill.

MR. ILLINGWORTH: If the alluvial were shallow, it would be soon worked out, and no harm would be done to the leaseholder; and that was the idea, when the existing regulations were passed years ago. If it had been supposed at that time that deep sinking would be found in this colony, Parliament would have acted differently. In Bendigo, rich gold was found along ancient gutters, and after the alluvial was worked out, the same ground was taken up on lease, and continued to be held. Whenever a lease was granted in this colony, we must make it clear that the ground should belong absolutely to the holder of the lease; therefore the greatest care should be exercised that we should not grant to the leaseholder a lot of rich alluvial ground. That was where the difficulty lay. A miner and his friends might peg out leases in this way, and by combining their holdings they might control an area of country sufficient to keep 10,000 or 20,000 alluvial miners, if the ground were worked under alluvial conditions.

MR. MORAN: Suppose it were overlooked for 40 years?

MR. VOSPER: Supposing the alluvial men overlooked it?

MR. ILLINGWORTH: A man and his friends might peg out a reef; and six months having elapsed, the lease might issue before any diggers found there was alluvial there.

MR. MORGANS: It was impossible to legislate for cases like that.

MR. ILLINGWORTH: It was not impossible to do so, and that was the object of his amendment. The problem with which the two leaders of the House were struggling was that the alluvial man who went on the land before the reefer pegged out his application for lease obtained an indisputable title, and could not be dispossessed; whereas a man who went on

after the application arrived would obtain only a permissory title, and could be dispossessed at the will of the warden at the end of six months.

MR. MORGANS: No; that was not the position.

MR. ILLINGWORTH: It must, of course, be taken for granted that the warden would not grant the lease, if the alluvial man could prove that he was working alluvial gold; but we were now legislating, and not dealing with the discretion of the warden.

MR. MORAN: In every case, it was necessary to rely on the warden's discretion.

MR. ILLINGWORTH: The presence of alluvial gold should be an effective bar to the granting of a lease until the alluvial was worked out, whether that alluvial had been discovered prior to or after the pegging out by the intending lessee.

MR. MORAN: Or after the granting of the lease?

MR. ILLINGWORTH: No.

MR. MORAN: The Ivanhoe Venture lease was granted a year before the discovery of alluvial.

MR. ILLINGWORTH said he wished there was no Ivanhoe Venture, because that case was so exceptional. If the Ivanhoe Venture people had complied with the Act, and exercised their rights under its provisions, there would have been no trouble. All their rights could have been obtained under sections 13 and 36; but they had evidently been badly advised. It was now proposed that, if a man pegged an alluvial claim, no reefer could get a title to the land comprised in that particular claim until the alluvial digger abandoned work; and, supposing a man had found gold at 120ft., and it had taken him six months to sink to that depth, everyone else must necessarily be prevented from pegging on to the man who had first discovered the alluvial gold, or else it would be necessary to waive the point—as he (Mr. Illingworth) desired to show the term of six months mentioned in clause 9 would be sufficient to dispossess the alluvial men. Suppose a man was 70ft. down with his alluvial digging, and that others appeared on the scene 2, 3, or 4 months after the first man had struck gold. The reefer might come along and take up a reef. It might be said that no warden could grant a lease; but what was to prevent it being granted under the Bill?

MR. MORAN: According to the hon. member, it would never be granted, because a fresh man might come on an hour or so before the expiration of the six months, and so it might go on for years.

MR. ILLINGWORTH: If there was alluvial on the ground, why should the lease be granted? Was it not clear that the Committee desired to establish that alluvial gold should not be demised to lessees?

MR. MORAN: Not if the alluvial were known to exist.

MR. ILLINGWORTH: Precisely; and, even if it were only known an hour before the granting of the lease, still it was known. Unless we established the principle that no lease be granted to any reefer of land known to contain alluvial, we should find ourselves in a worse difficulty than we had ever faced before.

THE PREMIER: Supposing a lease of ground containing alluvial were issued by the authorities, and the lessees spent a large sum of money on it, the Government maintained that such lease must be held to be good.

MR. ILLINGWORTH: Undoubtedly a lease once issued must be inviolate, even if the ground turned out to be solid alluvial; but, if a lessee took up ground because he saw a reef outcropping upon it, and it afterwards proved to contain alluvial, the lessee should be called upon to put on enough labour to get the gold out; and, if he would not do so, he should be compelled to abandon.

MR. MORGANS: The warden would not grant a lease of such ground.

MR. ILLLINGWORTH: Was it wise to allow such a matter to be settled by the mere *ipse dixit* of the warden? It was necessary to consider the Premier's suggestion: that, when a man had found a good reef, it was possible for another to peg out one or two claims alongside of it on pretence that the ground was alluvial, and thus to blackmail the original applicant until he got an interest in the claim. None would desire to assist such blackmailers by legislation; but the Committee, in their fear of encouraging the blackmailer, might do irreparable wrong to the legitimate alluvial miner, and might prevent a large number

of persons getting gold, which would be distributed over the ordinary avenues of trade in the colony, instead of being sent, every ounce of it, to London.

MR. MORAN: How could every ounce go away?

MR. ILLINGWORTH: We were speaking in general terms. True, wages must be paid; but, in respect of its dividend list, this colony stood at the top of the tree.

MR. MORAN: How many mines were paying dividends?

MR. ILLINGWORTH: Never mind. Our mines were only in their infancy. He asked the member for Coolgardie (Mr. Morgans) to accept the suggestion of the Minister of Mines as a basis for discussion. It would meet the difficulty much better than the hon. member's amendment. There was no question of principle as between the two amendments, and he therefore asked the hon. member to withdraw the amendment in favour of that of the Government.

MR. MORGANS: Undoubtedly it was necessary to draw a clear line of demarcation between the interests of the alluvial miner and the leaseholder. Any further ambiguity would be fatal. The rights of each must be made absolutely clear, so that no difficulties could arise in the future. The last speaker (Mr. Illingworth) was mistaken in his idea as to the object of the London capitalist.

MR. ILLINGWORTH: That was a matter of opinion.

MR. MORGANS: The London capitalist wanted two things: firstly, an assured title to all he was supposed to possess, and, secondly, security for the tenure of that title. When those two things were secured by the London capitalist, or any other, he would be perfectly satisfied. He (Mr. Morgans) had always said in this House that he considered the labour conditions under the mining laws absurd, and entirely against the best interests of the working man. We might safely say that 70 per cent. of the leases held in the whole of the colony were held by prospectors who were not capitalists, and therefore the labour conditions told upon them more severely than upon anybody else. They were the persons who suffered from these severe conditions, and not the capitalists. What did it matter to a mine held by a capitalist whether the labour conditions stipulated there should be one man to six acres or one man to one acre?

MR. ILLINGWORTH: A good bit.

MR. MORGANS: It did not make the slightest difference. The object of the Government was, as he understood it—and he was sure it was the object he himself had in view — to find some satisfactory means for enabling the alluvial miner to work without let or hindrance in any way, and without interfering with the rights of leaseholders. He did not consider that problem impossible of solution, though he was bound to admit it was difficult. The proposal of the Government and his own motion were tending in that direction, and he was quite prepared to drop his motion, as the member for North-East Coolgardie (Mr. Vosper) said he considered the proposal made by the Government better than the one made by him (Mr. Morgans).

MR. VOSPER: As a basis for discussion.

MR. MORGANS: This proposal made it clearer than did that of the Government, in his opinion; but he was prepared to retire it, and to stick to that brought in by the Government. The alluvial miner's position was that he had a right under the law to peg out an alluvial claim on a lease that had been applied for; and it was perfectly clear, in what the Government laid down in the clauses of this Bill, that if there was the slightest chance or probability of alluvial existing on any piece of ground applied for, they simply would not grant the lease. Was not that a sufficient guarantee to the alluvial miner? Clause 9 said:—"Before the hearing of any application for a lease, the warden may obtain a report thereon, from a person to be appointed by him for that purpose."

MR. ILLINGWORTH: A warden might not obtain such report.

MR. MORGANS: Then let the clause provide that he should do so. The clause proceeded: "and if such person shall report that the ground applied for is known to contain, or is likely to develop alluvial, the warden may postpone the hearing for such time as he may think fit, not exceeding six months." Thus the alluvial

miner was absolutely protected by that clause, and what more could he desire?

MR. VOSPER: The alluvial miner was possibly protected by the clause, but not absolutely.

MR. ILLINGWORTH: It depended very much upon the warden.

MR. MORGANS: If that clause could be made clearer, he would have no objection.

MR. VOSPER: It should depend upon the facts, and not the warden.

MR. WALLACE: Who would decide the facts?

MR. MORGANS: It was a question of proving to the Government, or the warden, or both, that alluvial did or did not exist. As long as it was proved that alluvial gold existed on the ground, a lease could not be granted. Before granting a lease, the Government would be obliged to seek the advice of experts—mining inspectors, or wardens, or someone fitted to give that advice. As to the statement by the member for Central Murchison (Mr. Illingworth) regarding a man going out into the back blocks and pegging out a lease, the warden would not grant a lease if any alluvial miner chose to come and say there was alluvial gold on the property.

MR. ILLINGWORTH: The warden might not know anything about it.

MR. MORGANS: If a man had gone into the back blocks and found a lease containing alluvial gold, the Government would be justified, after six months, in giving it to him.

MR. ILLINGWORTH: Yes. If he would work it.

MR. MORGANS: It must be admitted that if he had a lease, he would only have four men on a block of 24 acres. He (Mr. Morgans) again urged that if a man went out to the back blocks and found such a lease as that referred to, and no one was sufficiently interested during the six months to ascertain whether there was alluvial or not, the person wanting a lease would be justified in asking the Government to give him one. Probably the member for Central Murchison did not mean to convey such an impression, but he stated that the principle we should go on would be that no man should be granted a lease as long as any alluvial was found upon the land.

MR. ILLINGWORTH: As long as any man was working upon it.

MR. MORGANS: There was not a single lease in the whole of Western Australia upon which some alluvial gold could not be found, if they washed the surface of the ground.

MR. ILLINGWORTH: That was stretching a point.

MR. VOSPER: There were some places where they could not find any gold whatever.

MR. MORGANS: Even on the worthless leases of Kalgoorlie, if they took up the surface soil on a reef, they would find gold. We should not allow it to be understood we intended no lease should be granted as long as any alluvial was found on the property; because that would be absolutely dangerous and unworkable. Where a man had 4 pegs in, marking out an area of 24 acres, if he had sunk a shaft 100, 120, or 150 feet in search of a reef, and found alluvial gold, he should have some reward for it, and a fair reward would be to give him a strip of ground only 100 feet through the whole of his lease, or, if he liked, across it. At any rate, he should have a strip of ground 100 feet wide from boundary to boundary, which would simply mean that on a 24-acre block he would get about 3 acres. Would any reasonable man object to anyone who had sunk a shaft under those conditions, and had found gold at that depth, obtaining a reward of 3 acres?

MR. ILLINGWORTH: Certainly not.

MR. VOSPER: No.

MR. MORAN: The alluvial man would.

MR. MORGANS: In his opinion the alluvial man would not. He was glad to hear the member for North-East Coolgardie say "no." If what he suggested commended itself to the members of the House, he was prepared to withdraw his motion and make what he had mentioned the only condition, namely, that if a man sunk and found alluvial gold, or otherwise, and wished to take out a small strip of ground, one-eighth only of the 24 acres within his four pegs, he should have it as a reward claim.

MR. ILLINGWORTH: That would be before the granting of the lease.

MR. MORGANS: When a man had his lease, he would have everything. If the proposal he had mentioned commended

itself to the judgment of the House, he would support it, and would assist in every way to carry it through. He did not desire any more for the leaseholder; and he wished to impress upon members that in fighting for the leaseholder, he was not fighting for the capitalist, but for the working man, because working men more than any others were leaseholders.

MR. VOSPER: The member for Coolgardie (Mr. Morgans) would be signing the labour platform next.

MR. MORGANS: The labour platform would be signed at any time by him, when those belonging to it were within the bounds of reason; but he would not sign the planks of the platform as laid down in Kalgoorlie the other night by the supposed leaders of the labour party. As long as the working man did what he expected the capitalist, or anyone connected with mining, to do—keep within the bounds of reason and moderation—he would always be willing to support him.

At 6.30 p.m. the CHAIRMAN left the chair.

At 7.30 the CHAIRMAN resumed the chair.

MR. MORGANS: Every member of the Committee desired to protect the interests of the alluvial miner; but the status of the alluvial miner must not be lost sight of, when considering the clause. Whilst all were agreed as to the importance, and the fairness and the justice of protecting the interests of the alluvial miner, the part he played in the mining industry was small when compared with that of the leaseholder; for the alluvial miner had produced only about 10 per cent., and probably less, of the whole of the gold produced in the colony since 1894. As to his position in the future, the production of gold by him would probably decrease. Therefore, while not wishing to curtail the rights of the alluvial miner, he (Mr. Morgans) wished to show the importance of dealing out even-handed justice to the leaseholder, in view of the important position the leaseholder occupied in the production of gold. The Legislature should exercise the greatest caution in arriving at a solution of the rights of the alluvial miner and of the leaseholder. With leave, he would withdraw his amendment, subject to the alteration in the clause as suggested, that a man pegging out a lease should have a right, as a reward claim, to peg out three acres.

Amendment, by leave, withdrawn.

MR. VOSPER: This Bill was by no means the clear measure members at first thought. We had heard various interpretations of the provisions by different members, and those interpretations had been so different that we could only come to the conclusion that, if the Bill passed in its present form or with the amendments now before the Committee, the result would be disastrous to the mining industry; for, as had been said, there was likely to be as much litigation in the future as in the past. There had been some serious fault in the drafting of the measure, as shown in the divergent views given by the leader of the Opposition and the Premier. The leader of the Opposition declared that the effect of the Bill would be to allow the alluvial miner to work on ground which was subject to an application for a lease, after six months had expired, while the Premier thought as soon as the six months were over the alluvial miner would be turned off the leased ground.

THE PREMIER: After the lease was granted.

MR. VOSPER: The alluvial miner would be liable to be turned off at the end of six months. That was what he understood the Premier to say.

THE PREMIER: When the leaseholder got his lease.

MR. VOSPER: The leader of the Opposition seemed to think the alluvial miner would be able to retain his claim until he had worked it out.

MR. LEAKE: As the Bill was drawn, the holder of a miner's right could stay on the ground as long as he liked.

MR. VOSPER: That was the view of the member for Albany; but the Premier's view was that the intention of the Bill was to allow the alluvial miner to remain on the ground for six months.

THE PREMIER: The hearing must take place in six months.

Mr. VOSPER: Yes; the hearing was postponed for six months. Supposing a man went on a lease and remained there for six months, until the hearing of the application, at the end of that time it appeared he would be able to continue to work his claim. What he (Mr Vosper) wanted to know was, would the alluvial miner be allowed to continue the work, or would he be turned off the lease?

The Premier: If the warden decided there was no alluvial, he would turn the alluvial men off.

Mr. VOSPER: According to the Premier, if the warden considered there was not sufficient reason for the alluvial men remaining on the ground which was the subject of an application for lease, they were liable to be evicted. On the other hand the member for Albany (Mr. Leake) led one to understand that, so long as the men were in occupation or searching for alluvial, no lease could be granted; and that, even if a lease were granted, it would not affect the claims themselves, although it might go all around them.

The Premier: Evidence would be taken in the warden's court.

Mr. VOSPER: But if there was difference of opinion in this Chamber, what difference of opinion would there not be amongst the public outside?

Mr. LEAKE explained that when he spoke before he was arguing on the amendment proposed by the member for Coolgardie (Mr. Morgans). As that amendment was drawn, if a claim was taken under a miner's right, it became an indefeasible claim, and was just as good as if it were an alluvial claim pegged out on Crown land.

Mr. Illingworth: Did that apply after an application?

Mr. LEAKE: Yes; if a man marked out an application for a lease, he got no title, and the alluvial miner could come along, under the amendment of the member for Coolgardie, and peg out on the land in respect of which a lease had been applied for, and the alluvial miner's claim would be absolutely indefeasible. Under the Bill, the position was nearly the same as that set forth in the amendment proposed by the Premier. The title would hold good until the application for a lease had been approved of.

Mr. VOSPER: Supposing alluvial diggers, under the circumstances, had gone down 60 or 70 feet through alluvial debris, the warden's inspector might report there were no traces of alluvial wash, and a lease might be granted.

The Premier: But a lease need not necessarily be granted.

Mr. VOSPER: But risks had to be considered in discussing this question.

Mr. Morgans: No warden would grant a lease under the circumstances.

Mr. VOSPER: What guarantee was there of that? Wardens had done most extraordinary things in the past, and might do them in the future, and a lease might be granted, although the diggers might be within four or five feet, or four or five inches, of alluvial wash.

Mr. Leake: The alluvial digger could be heard, as the objector to the granting of the lease.

The Premier: And there would be a fair trial.

Mr. VOSPER: But what hope would there be for the alluvial miner against the evidence of the inspector? The warden would be almost bound to give his decision in favour of the leaseholder. If it was good enough to allow a man to take up an alluvial claim on ground the subject of an application for a lease, he should be allowed to continue and reap the reward of his labour. There was a conflict as to what the Bill did mean, and this showed that it did not express the wishes of the country or the wishes of hon. members. He (Mr. Vosper) protested now, as he protested on Friday night last, against the subject of alleged blackmailing being brought into this debate. There had been no evidence of blackmailing forthcoming. On Friday night last he made an assertion that there were hundreds of claims pegged out on the leases in the Broad Arrow district, and this assertion was flatly contradicted by the Minister of Mines. Since then he (Mr. Vosper) had made inquiries, and he found he was wrong in some of his representations; and he frankly made this admission. A wire to the editor of the *Broad Arrow Standard* elicited the information that a few such leases had been pegged out, and that the public feeling there was very bitter against the Bill. That information proved that there

was some truth in the assertion that there were diggers on the leases; but the wild assertion about blackmailing had not been proved. There was no great danger from blackmailing; indeed, blackmailing could hardly occur, because the labour conditions in alluvial mining were notoriously hard, and to peg out claims and employ labour merely for the purposes of blackmailing would be to enter into a gigantic conspiracy with all the chances of betrayal. If the Premier's interpretation of this clause was correct, we would have, as in the past, men resisting the interpretation of the law. The object of the Committee ought not to be to promote differences, but to settle them; and if we were to have the Ivanhoe and Bulong troubles over again there had better be no legislation at all. If a man took up a claim under a miner's right, and was in possession, that miner's right must be as inviolate as any lease. Once on the ground, it would be impossible to turn alluvial diggers off; there was no law or authority powerful enough to do it.

THE MINISTER OF MINES: But they must be turned off, if they were there unlawfully.

MR. VOSPER: It was all very well to say "must," but the Committee were trying to settle disputes and not promote them. The result of the proposed legislation would be to create fresh disputes, and there would be as much trouble to drive men off ground, the subject of application for leases, as there was to drive them off the Ivanhoe lease. As long as he chose to spend his money, to comply with the labour conditions, and to fulfil the law, we had no right to interfere with him. We should not have had one-tenth of the debate which had taken place, if the proposal made had been perfectly clear; but with the present confused state of the Bill, we should have a repetition of all the trouble and public agitation recently experienced. There would be the same number of appeals, and perhaps a larger number, and the titles would be in jeopardy. Surely this Bill should make matters better, or things should be left alone. Every man who found a new district had the privilege, under the existing law, of obtaining a prospecting reward claim; and, having obtained a reward claim, he was at liberty to peg out ground. If we had a generous provision making a large allowance for a reef reward claim, and a prospector found a new reef, pegged out a reward claim, and then applied for a lease, that application for a lease could be left open as long as he liked, because the prospector would be working his reward claim, and the lease would answer the purpose of extending his property and enabling him to float a large company, or something of that kind. A prospector should be allowed to take up a liberal area, and then, having obtained that ground, he could put in his claim when he thought fit for leasing purposes, allowing it to remain in abeyance until such time as the alluvial was exhausted. According to the Premier, if the warden, at any time after the first six months, thought the ground did not contain alluvial, he could dispossess the alluvial diggers. If that was the effect of the Bill, and he was bound to defer to the Premier's interpretation, then it was another example of the gross injustice the miner had to put up with. Various suggestions had been made as to the space which should be given the applicant for lease to work in, undisturbed by the alluvial men. One was that he should have a space of 100 feet in width right across the lease. This was certainly a fairer plan than to allow the man to peg out a supposed reef or lode which might have no existence, thus placing the applicant in the position of telling a constructive falsehood. But the best suggestion was the proposal of the member for East Coolgardie (Mr. Moran), that in such a case the applicant for lease should be allowed a reserve of three acres for the erection of his shaft and buildings, and for carrying on operations generally, which space should be inviolate from entry by the alluvial miner. Then there was his (Mr. Vosper's) suggestion of a 50ft. limit, not only on the reef or lode, but also in respect of the buildings of the lessee. That was not as good a suggestion as the former one, because it might be possible for the lessee to so distribute his buildings as to make the rights of the alluvial men a dead letter; therefore he (Mr. Vosper) would not propose his amendment to that effect, but would support the proposal of the member for East Coolgardie. The member for Cen-

tral Murchison (Mr. Illingworth) put the case well when he said the problem was to reserve all the alluvial for the alluvial miner, and further to provide that all gold within the pegs should be the leaseholder's as soon as the lease was granted. He (Mr. Vosper) did not altogether hold with that view, though it had much to recommend it. True, we should do everything possible, consistent with justice, to give security of tenure; but the member for Central Murchison appeared to have overlooked the important consideration that, after all, our present law did not give, and never had given, the leaseholder any right to the alluvial. By the terms of the Act, the leaseholder was given to understand that he could only work lodes, dikes, reefs and veins. That was the interpretation of section 36.

MR. MORAN: Had the hon. member ever seen the lease instrument?

MR. VOSPER: Yes.

MR. MORAN: That gave the leaseholder a title to all deposits in, on, and under the surface of his lease.

MR. VOSPER: The lease instrument was obviously inferior to the Act, and must therefore give way to the Act.

MR. MORAN: No; the Act was indefinite on the point.

MR. VOSPER: That was a question of interpretation, for lawyers to argue; but as the Act had been worked so far, the leaseholder admittedly had the right to the lodes and reefs, and the alluvial miner to the alluvial. That alluvial was a valuable national asset, which could be worked with little labour and capital. Its production meant added prosperity to the community, and was the means of distributing money among the very class of people most likely to promote the interests of mining.

MR. WOOD: They would clear out as soon as they made money.

MR. VOSPER: No; as a rule they went further into the interior of the colony in search of fresh deposits. During the last few days the population of Kanowna had decreased by 2,000 or 3,000. The people had not left the colony, but had gone to Broad Arrow, 30 miles off, to a new rush. He assured the hon. member that he had seen men in the interior of the colony who had been here ever since the Kimberley rush, and who had been on every goldfield and alluvial rush in the colony. Some of these men had never seen the sea coast since the time of the Kimberley rush. There was one man in Perth now who was making his first visit to the city since the discovery of Hall's Creek, having been engaged in prospecting and mining during the whole of that period. The person who came to an alluvial rush and went away as soon as the output fell off was a camp follower, and not a genuine digger.

MR. MORAN: But he called himself an alluvial miner.

MR. VOSPER: It did not matter what he called himself. The genuine alluvial miner followed up the gold discoveries from rush to rush, and from colony to colony. We had this national asset in the alluvial, and was it to be exploited rapidly to the immediate benefit of the country, or to be locked up in large areas, to the exclusion of our working population, thus deferring its exploitation? All would admit we wanted capital immediately, and it was undeniable that the alluvial diggers of the colony were at present producing a large quantity of gold. Though the Bill did not interfere with present workings, it proposed to a certain extent to limit their future development; and anything which would have a tendency to shut up leases containing alluvial would have the effect of limiting the area over which alluvial would be found. Could we afford to give the leaseholder the exclusive right to all the alluvial, in face of the fact that he was only supposed to employ one man to six acres, and to pay a rental of £1 per annum per acre?

MR. LEAKE: That was not the proposition.

MR. VOSPER: True; that was not proposed in reference to applications for leases; but he was speaking in reference to the general question of the dual title; and it should be provided, in cases where leaseholders took up ground consisting exclusively or largely of alluvial, that upon the discovery of alluvial, a portion of that ground should be thrown open to the general public, or the same labour conditions imposed upon the lessee as the alluvial miners themselves would have

to fulfil, in the event of their taking up the ground in the ordinary way. The member for Central Murchison had an amendment on the Notice Paper providing that the lessee must comply with the labour conditions. Lower down on the paper he (Mr. Vosper) had a somewhat different amendment. But, while fully acknowledging the strength of all the arguments in favour of the abolition of the dual title, he still held that the country could not afford to lock up an immense amount of treasure trove, which might be locked up by the system of leasing proposed in the Bill, if carried out by too complaisant, or careless, or unjust wardens. It was in vain to say that the Government would only appoint as wardens men imbued with a sense of justice; for there might not always be a Government which set before the country such high ideals as the Forrest Ministry, nor might we always have wardens such as we had at present; and we must provide for the evil days to come, as well as for the golden age of to-day. The neglect to do so would be a fatal blunder, the results of which would not be long in manifesting themselves.

MR. ILLINGWORTH: There would always be a Forrest Ministry.

MR. VOSPER: The old doctrine was that all things human must come to an end, and that must apply to the Forrest Ministry, though possibly it was the exception to the rule; but it was doubtful whether the Forrest Ministry would always have such a high class of servants as it possessed in the goldfield wardens of the present day. There was no guarantee that the rights of the alluvial miner would be respected, after the expiry of the term of 6 months mentioned in clause 9. We were told it was secured by clause 9; but if in clause 9 it was said the warden "shall" obtain a report from the regular inspector of mines for the district, he (Mr. Vosper) would have a great deal more confidence in the clause: but it did not say that. It said the warden "may" obtain a report by some person appointed by himself. There should be an imperative clause, because it would then give some reasonable security to the miner, and there should be a condition that as long as alluvial or the prospect of alluvial was reported to exist on a lease, an application should not be granted. The clause as it at present stood did not afford the security to the alluvial miner which was desired. We had no guarantee in the clause that the property would be properly examined. We had even seen gentlemen appointed as wardens who had no previous experience of mining at all. The decision whether alluvial existed on a lease was a very important matter, and we should be careful to see that the guarantee was made as strong as possible. A remark was made by the member for Coolgardie to the effect that the industry of alluvial mining was not to be considered to any great extent.

MR. MORGANS: That was not asserted by him.

MR. VOSPER: The hon. member said it was disproportionate. An assertion made to support that argument was that the alluvial industry only produced some 10 per cent. of the gold found in the colony since 1894. He (Mr. Vosper) doubted very much whether that statement was accurate, because it was a most difficult thing to arrive at the quantity of alluvial gold.

MR. MORGANS: For that reason he put it as approximate.

MR. VOSPER: If the approximate figures were put a little higher, they would be nearer the mark; but whatever the past had been, we had to look at the present and the future. The hon. member said there would probably be less than 10 per cent. in the future. Some time ago, as long as alluvial miners confined themselves to working the surface, they did not produce a large amount, though it was more than 10 per cent.; but now that they had gone to depths of 30ft. to 100ft., matters had materially changed. Kanowna, which was only one town in the district he had the honour to represent, produced 13,000oz. in September, and in August over 12,000oz. The field the member for Coolgardie represented was a reefing field, and the whole of it produced 7,000oz. a month, whereas one field in his (Mr. Vosper's) constituency produced nearly twice as much as that. We knew Kanowna to be the second goldfield in the colony. Taking North-East Colgardie as a whole, we found it did not rank higher than second, but it came nearer to Kalgoorlie than any

other. The whole of this was due to the alluvial industry, and was the result of about 12 months' work. All this deep-lead business was entirely new, yet we had these astounding results during such a short time. The probability in regard to the future was, therefore, that this alluvial industry would increase rather than decrease, and it would be unwise to interfere with it. It would be a mistake to pass legislation that would crush out an industry which was becoming very valuable. If there had not been this rush to Broad Arrow, Bulong, and other places, how many men would have been employed?

MR. MORGANS: If the proposed law had been in existence, it would not have interfered with the men in those places.

MR. VOSPER: It would have interfered with those at Bulong.

MR. MORGANS: Not those at Kanowna.

MR. VOSPER: The hon. member was wrong. He had more than once pointed out that the Q.E.D. lead was one of the most productive. The lease had not been abandoned, but it had been under exemption, or something of that kind. And besides the Q.E.D. lead, there were a large number of instances.

MR. MORAN: What was the output of gold?

MR. VOSPER: It was, he thought, something like 4,000 or 5,000 ounces. If such a law as that proposed had been passed 12 months ago, it would have tended to hamper the development of Kanowna to a large extent; it would have entirely prohibited an industry upon a small extent at Broad Arrow; and it would have interfered with centres all over the colony. As long as the alluvial miner was getting a small quantity of gold off the surface, no leaseholder thought it worth while to interfere with him; but as soon as he began to drag gold out of the bowels of the earth, there was an outcry for the abolition of the dual title. We were proposing to prevent the alluvial miner from working on leaseholds altogether.

MR. LEAKE: Then the hon. member was in favour of the dual title?

MR. VOSPER: Not as it was at present.

A MEMBER: What was the hon. member in favour of?

MR. VOSPER: If we were going to give the leaseholder the right to work the alluvial ground, we should compel him to take up the alluvial responsibilities. Either we must do that or, if a man succeeded in inducing the Government by any means to grant him a lease of ground which did not contain a reef, but which did contain alluvial, we must tell him that he pegged out the lease for a certain purpose which could not be accomplished, therefore the lease was at an end. Members should seriously consider, before passing this clause and the next, whether we were going to do anything that would have the effect of hampering an industry which produced the gold on the spot, and distributed the gold on the spot. We knew that most of the wages earned on the reefs went out of the colony.

THE PREMIER: Wages earned on alluvial ground, too.

MR. VOSPER: Nearly all the dividends derived from leaseholds went out of the colony, whereas a very large proportion of the wages earned on alluvial ground stopped here and acted as a fertilising stream to the colony, helping to tide Western Australia over the period of depression from which she was now suffering. He was convinced that a great deal of the discussion which had taken place on the clauses of the Bill was due to the confusion contained in the Bill itself. We spent nearly seven hours on Friday night in discussing one clause, one paragraph in the Bill, and now we had spent this evening from about 5 o'clock.

THE PREMIER: The hon. member had himself occupied a great deal of time.

MR. VOSPER: Not one-third of the time had been occupied by him. The responsibility was cast upon him of speaking for the alluvial miner as he understood him.

THE PREMIER: Other members understood him just as well.

MR. VOSPER: The right hon. gentleman did not understand the alluvial miner very well, when he became acquainted with him a little while ago.

THE MINISTER OF MINES: The alluvial miners understood him (the Minister of Mines), and he understood alluvial miners just as well as did the member for North-East Coolgardie.

THE PREMIER: The member for North-East Coolgardie did not possess all the knowledge.

MR. VOSPER: There was no pretension on his part to possess all the knowledge. It was unfortunate that the alluvial miners were concentrated in North-East Coolgardie. If they were spread about the country, they would possibly have more friends; but as they were concentrated in one electorate, upon his (Mr. Vosper's) shoulders was cast the responsibility of urging their special case.

MR. EWING: Nonsense!

A MEMBER: Members had heard too much of that.

MR. VOSPER: Such a statement was unhesitatingly made by him. We had heard that at all costs we must abolish the dual title. He recognised that, and accepted it; but he submitted that we must hedge the proposal round with certain conditions which would preserve the alluvial industry. No other member of the House at the present time had attempted to speak as fully on behalf of the alluvial miners as he had done. Had the member for the Swan done it?

MR. EWING: It would be done by him when the hon. member sat down.

MR. VOSPER: The member for the Swan had been doing his level best to damage the alluvial miner elsewhere. He did not blame the hon. member for that, as it was a case of fees, and no more. The responsibility of protecting the interests of the alluvial miners was, as he had said, cast upon his (Mr. Vosper's) shoulders, and he would be failing in his duty if he did not accept the responsibility.

MR. MORGANS: What about the member for Central Murchison?

MR. VOSPER: The member for Central Murchison (Mr. Illingworth), like himself had spoken on behalf of the alluvial miners, but was not so directly interested in the alluvial industry.

A MEMBER: How about the member for North Murchison (Mr. Kenny)?

MR. VOSPER: The member for North Murchison had not joined in the debate yet. He (Mr. Vosper) wished to reaffirm that there would not have been all this discussion about the Bill, had it not been for the fact that we tried to confound three or four different principles, and work them out in three or four clauses of the Bill. If there had been a clause or series of clauses dealing with the rights and privileges of quartz prospectors, another clause dealing with rights of leaseholders, and a third dealing with the alluvial miner, telling him how far he might go and where he would have to stop, we would have saved much of this discussion. No attempt had been made to do that, but there was an endeavour to rush through at express speed a Bill advocating the abolition of the dual title. Certain members said they desired to preserve what they conceived to be the rights of the alluvial miner; but between their evident desire to get the dual title abolished and their somewhat lukewarm wish to protect the rights of the alluvial miner, we were in a hopeless state of confusion. He did not intend to let the debate cease without his opinions being expressed, and, if necessary, he would go on till doomsday.

THE MINISTER OF MINES: If the member for North-East Coolgardie took the trouble to look into the Bill, he would understand it clearly; but he must remember that this Bill should be read with the principal Act, and the principal Act gave the Governor power to grant leases except on land which, in the opinion of the warden, was exclusively alluvial. When a warden sent down a recommendation against the granting of an application for a lease, saying the ground contained alluvial, the Governor would have no power to grant that lease. Who was to decide the point? The member for North-East Coolgardie seemed to think the alluvial miner should decide it. There must be some power to decide between the leaseholder and the alluvial miner.

MR. VOSPER: The inspector of mines, he suggested.

THE MINSTER OF MINES: Would the hon. member say that any one would decide this question better than the warden, who was on the spot and had the best opportunity of judging? The Bill said distinctly that no land should be leased which, in the opinion of the warden, contained alluvial. Then the hon. member thought that at the end of six months a lease must be granted. The warden might, if he thought fit, send some one to examine the land applied for; but he (the Minister) did not think it was necessary to make that provision imperative. We had

an enormous area of country, and if the Government had to send some one to examine every piece of land before a lease was granted, it would cost an immense amount of money. There was a large extent of country which could not develop alluvial, and in such cases leases could be at once granted on the recommendation of the warden. All applications must be heard in open court. The Bill presented everything clearly, and there was nothing confusing if the measure was read with the principal Act. When an application was made for a lease, every opportunity was given to the alluvial miner to object to the lease being granted. Notice of the application had to be posted in the warden's court and a notice posted on the land. What more could be done? There must be some finality. The warden would hear the case in open court, and if, in his opinion the land was not exclusively alluvial, he would recommend that the lease be granted, and then all the gold within that lease would be the property of the leaseholder. If a miner under the law as it existed now took up an ordinary quartz claim and found alluvial upon it, all the gold within the four corners of his lease belonged to him. Then again, when an application for a lease was being heard, and there was a man on the lease working alluvial, and he found alluvial, the warden could not recommend the granting of a lease, and we must surely allow the warden to have some sense of justice. He believed the wardens had a sense of justice. The member for North-East Coolgardie stated that the wardens were careless and influenced.

MR. VOSPER said he made no such remark.

THE MINISTER OF MINES said he took the words down.

MR. VOSPER: Wardens might be in the future; that was what he said.

THE MINISTER OF MINES: We had good wardens, men of high standing, and he thought the country was fortunate in having men of the stamp we had in this colony to fill the positions of wardens. Some hon. members had said that if a miner was working on a lease for alluvial and he found alluvial after the lease was granted to the leaseholder, the claim should still remain the property of the alluvial miner. Such a thing was impossible. While the alluvial miner was working alluvial a lease of the ground could not be granted, but because a man was working presumably for the purpose of obtaining alluvial on a lease, was that any reason why a lease should not be granted? When a man was working for alluvial and getting alluvial a lease of the land could not be granted, but as soon as the alluvial was worked out a lease of the land could be granted, and then the whole of the gold became the property of the lessee. Some hon. members had said that if the leaseholder found alluvial gold when working his property he should be compelled to work it according to the conditions for alluvial. That idea could not be worked out. Every power was given in the Bill to prevent land exclusively alluvial being leased, but if in the event of a lease being granted the unfortunate leaseholder came across a pocket of alluvial, was he to man that lease under alluvial conditions? A leaseholder would have to employ 224 men on a 24-acre lease. If there was alluvial there, would not the leaseholder put on sufficient men to take out that alluvial? If alluvial was found on a lease, was it probable to suppose that the leaseholder would run away and not work it? If the alluvial was good enough for the man with a miner's right to work, it was good enough for the leaseholder, and the leaseholder would fulfil the labour conditions.

MR. ILLINGWORTH: It would not hurt to insist upon the conditions then.

THE MINISTER OF MINES: There would be interminable difficulties. We should have to provide for a lease being forfeitable if a leaseholder did not report the alluvial when he found it. If it was made conditional that a leaseholder, upon finding alluvial, should work under alluvial labour conditions, then the lease must be made forfeitable if the leaseholder did not report the finding of alluvial. In the Bill everything that could possibly protect the alluvial miner had been done. There was nothing confusing about the measure. The clause might be amended in some minor respects, but the principle embodied was a good one. The warden must have some discretionary power as to obtaining reports upon the

application for leases, and it would be no use sending a man to report upon land which was applied for as a lease unless he were an expert. Good men would have to be sent, and these men would not do the work for a small sum. The consequence would be that every lease granted might cost the country £20 or £30, or perhaps £100 if the land was a long way off. He hoped hon. members would not retard the progress of the Bill, as he was quite certain the majority of hon. members were in accord with it.

MR. EWING: The member for North-East Coolgardie (Mr. Vosper) had taken upon himself the responsibility of stating that he was the only person in the Assembly who represented the interests of the alluvial miner, and who was doing his duty towards the people who sent him into Parliament. It did appear to him (Mr. Ewing) that there were a large number of members who were competent to express their views on the question, and who had done so intelligently and in such a manner as to enable those who were laymen on the subject to gather a good deal of information, and to exercise their votes intelligently on the question. He (Mr. Ewing) had gathered a great deal of information from the speeches of many members as to the importance of the alluvial interest, and the hon. member for North-East Coolgardie was wrong when he stated that he was the only champion of that cause. There were many good champions of that cause, and among the members representing farming constituencies, he (Mr. Ewing) had taken the trouble to go into Mr. Vosper's own constituency to find out the state of affairs so as to be able to do his duty in the House. As the representative of a coastal district, he (Mr. Ewing) strongly took exception to the remarks of the member for North-East Coolgardie; and if he (Mr. Ewing) took exception to the remarks, every mining member in the House was justified in taking exception to them also. Even leaving every other consideration out of the question, the remarks of the hon. member were indelicate, improper, and unparliamentary, casting, as they did, a slur on hon. members of not doing their duty to their constituents. The hon. member had taken the trouble to make a long speech; but if there were no greater champions of the alluvial miners than the hon. member, their interests would be sacrificed. He (Mr. Ewing) had been unable to gather what the hon. member did or did not want. The hon. member seemed to be full of all sorts of extraordinary propositions, and, when brought face to face with one definite amendment, he was in favour of nothing and against everything. The hon. member was in favour of the abolition of the dual title, and still he was against the only reasonable proposition for its abolition that had been made. The Government had dealt with this question intelligently and well, and in clause 9 had given all that the alluvial miner could expect. The Government had appointed certain persons in a judicial position, whose actions were in open court, and were reviewed in the newspapers of the colony, and even in the valuable weekly contributions of the member for North-East Coolgardie. A court of justice, presided over by an intelligent person, was the proper tribunal to say whether or not there existed on a lease a condition of things which made it undesirable, or desirable, that a lease should be granted. The contention of the member for North-East Coolgardie, that an alluvial miner's claim might be taken away from him and his labour lost, was utterly without foundation. No warden in Western Australia or in a British-speaking country would, so long as a man was *bona fide* working and searching for alluvial, give a decision against such a man. He (Mr. Ewing) had a better opinion of the wardens of Australia, and of the administration of the law in this colony, than to think these gentlemen were corrupt in their dealings, or would deprive a working man or anybody of the right to earn an honest livelihood; and it was perfectly safe to leave this question in the hands of the wardens. The Government in their suggested amendments, had grappled with the question well, and presented a solution of the difficulty. It was desirable that the leaseholder should have a certain amount of land in any part of his lease he liked, where he could sink a shaft and have an opportunity of reasonably and properly working his property. When he (Mr. Ewing) came from

seeing the alluvial workings at Kanowna, he was then, and was now, strongly of opinion that the alluvial industry was of the greatest possible value, nationally. The interests of the alluvial miner should be dealt with in such a way as to preserve those interests, so far as they were consistent with the interests of the leaseholders, and so far as the interests of the leaseholders were consistent with the interests of the nation. When he went to Kalgoorlie, he thought there must be some solution of the difficulty. He went with the member for the district round some of the leases, and came to the conclusion, from the fact that there was a large amount of machinery on the leases there, that every company apparently required a certain amount of land to which they should have an absolute title on which to place machinery, and that some solution of the difficulty might be found, such as was provided in the amendments suggested by the Government. The member for North-East Coolgardie had referred to a statement made by the Premier, and by other members of the House, to the effect that the existing condition of things presented opportunities for blackmailing, and allowed certain action to be taken by unprincipled persons to the prejudice of those engaged in the honest development of leases. He (Mr. Ewing) had had practical experience of the truth of the statements made, and joined issue with the member for North-East Coolgardie when he said the present condition of affairs was not likely to lead to blackmailing. He (Mr. Ewing) knew positively, not only that the present condition of things was likely to lead to blackmailing, but that it had led to the formation of companies in the city of Perth for the purpose of blackmailing certain mining companies in Western Australia. These companies in Perth had sent men—he did not say genuine alluvial miners, because he did not think they would be parties to such a movement—but these companies had sent parasites to certain leases, and caused them to peg round the shaft, so as to prevent a company depositing their mullock or ore, and prevent their working the machinery. Those men fired shots so close to the mining company's workings, that it was impossible for the company's employees to work at the top of the shaft, they having to move away every quarter or half hour while those shots were being fired. When those very men were in the witness-box at Peak Hill, he asked them how much gold they had got in the two or three months they had been at work, and the reply was: "Two or three grains." He then asked them why they remained there, and they replied that they did not know. There was direct evidence, to his mind, that these men were not there for the *bona fide* working of alluvial; and if the Committee could put their foot down on such a condition of affairs, they would only be doing their duty. With these facts before him, he must join issue with the member for North-East Coolgardie, when the latter said the Premier was incorrect in asserting that the existing condition of affairs was likely to lead to the blackmailing of mining companies. It was to be hoped that every leaseholder would be given an absolute title to a certain portion of land on his leasehold, in any locality he liked, in order that he might sink his shaft safely, and have somewhere to deposit his mullock and his ore, and some place on which to erect his machinery and works.

Mr. GREGORY: The Minister of Mines had told the Committee that every protection was to be given to the alluvial workers, and that any lease on which alluvial was supposed to be was to be reserved for alluvial mining. In the next breath, the Minister said it was impossible to send the Government Geologist to ascertain whether a lease would be likely to develop alluvial or not. A man might apply for a lease to which objections were to be lodged within a certain number of days, and if no objections were lodged, the warden would recommend that the lease be granted. It was possible that a fortnight or six weeks after the application was made, the lease would be approved, and from that day it would be impossible for alluvial men to go on to the ground. There ought to be a subclause to this effect: "provided also that no lease shall be approved until six months after recommendation; and should it be proved that alluvial exists on the lease, the approval shall be delayed." That would give a person six months in

which to prove alluvial on the ground. If an alluvial miner was endeavouring to find alluvial on the ground, it would be his business to lodge an objection, and he would have to prove that alluvial existed. If some such sub-clause were not adopted, the whole country would be taken up in leasehold, and it would be impossible to have anything like an alluvial rush on any of the goldfields. The clause as it stood was all right for settled districts like Kalgoorlie and Coolgardie, but it did not apply to outside districts. Such a proviso would not affect any leases that had been issued.

MR. MORGANS: It was a serious matter to delay the approval of a lease.

MR. GREGORY: There would not be much danger in the delay. On the recommendation of the warden, the leaseholder generally went to work, thinking it would be all right.

THE MINISTER OF MINES: But if there was alluvial there, the lease would not be recommended.

MR. GREGORY: As he had said, the clause as it stood would not apply to outside districts like Mount Ida, so well as it would apply in Kalgoorlie and Coolgardie, where the warden was fairly conversant with all the different ground, and would very likely make a personal inspection. The Minister of Mines had assured the Committee that every protection would be given to the alluvial miner, but there was nothing in the Bill to show any care would be taken. What was the use of the conditions? There were a lot of conditions to enable a man to go on the lease, but it was decided he should not go on if the lease had already been granted.

THE MINISTER OF MINES: An opportunity was given him to satisfy himself there was alluvial.

MR. GREGORY: That could not be done.

THE PREMIER: The warden must be satisfied there was no alluvial.

MR. GREGORY: But the Minister of Mines admitted that the warden could not personally visit such places.

THE PREMIER: But he would make inquiries.

MR. GREGORY: If the applicant said there was no alluvial, it was not unlikely the lease would be granted forthwith.

MR. OLDHAM: Admitting that he knew little about alluvial or reefing, though he had visited the fields, yet the Committee were about to make a grave mistake by passing such a clause as this. It would be easy for him, by quoting from *Hansard*, to prove the inadvisability of allowing this virgin colony to be vested in the hands of British capitalists.

MR. MORAN: No, no.

MR. OLDHAM said he could quote from the hon. member's speeches to prove this contention. If we were to have a repetition of the circumstances surrounding the "Wealth of Nations," the country would soon be over head and ears in debt to the British capitalist. It remained to be seen whether he (Mr. Oldham), who was absolutely unbiassed and not pecuniarily interested in gold-mining in this colony, did not know more of the subject than those who were actively engaged in the industry. The effect of this clause would be to hand over miles and miles of country to the large capitalist, which would otherwise be worked in 70 feet sections by alluvial diggers.

MR. MORAN: How so?

MR. OLDHAM said he would explain how.

MR. MORGANS: But the hon. member had just admitted that he did not understand the question.

MR. OLDHAM: That argument had been used over and over again. Quite recently he had heard it used by the Premier in reference to the leader of the Opposition.

THE PREMIER: The hon. member (Mr. Oldham) admitted he knew nothing about the subject of which he was speaking.

MR. OLDHAM: These were the observations which passed for arguments.

MR. MORAN: Let the hon. member give the Committee some information about gold digging.

THE PREMIER: But he had made the admission, to start with, that he knew nothing about it.

MR. OLDHAM: It would be to the credit of the Premier if he occasionally made admissions with equal candour. He (Mr. Oldham) again admitted that he knew little about the subject.

THE PREMIER: Then the Committee could not be expected to display much interest in what the hon. member said.

MR. OLDHAM: It was not to be expected that the Premier would take much interest in anything coming from the Opposition side of the House. This was a question concerning which he (Mr. Oldham) had some knowledge. Supposing a man going out 20 or 30 miles from Kalgoorlie happened to strike a rich lead, such as had been struck at Kanowna, what would be the position? Could not that man peg out in his own right an area of 24 acres?

MR. MORAN: Yes.

MR. OLDHAM: And, subject to an amalgamation of leases, he could peg out 96 acres.

MR. MORAN: But he would not get a lease.

MR. OLDHAM: The Committee was now dealing with the most important industry of the colony. Such interjections were entirely out of place. He would ask the hon. member (Mr. Moran) whether what he had stated was not correct.

MR. MORAN: Absolutely wrong.

MR. OLDHAM: Then the hon. member was prevaricating. Undoubtedly under this Bill a person could peg out 24 acres of ground.

MR. MORAN: But he could not prevent the alluvial man from entering upon it. The hon. member did not know what he was talking about.

MR. OLDHAM: If the clause before the Committee became law, the hon. member and the country would find out that he was right.

MR. MORAN: How so?

MR. OLDHAM: Suppose a man went into the interior, 50 miles away from civilisation, found an alluvial patch, and pegged out his claim, could it be expected that he would go to the warden and report that it contained alluvial? Would he not rather secure the claim? Undoubtedly. And would not his sisters, his cousins, and his aunts do likewise, and subsequently amalgamate their leases? The goldfields population would have something to say about this, no matter how hon. members opposite chose to treat it. While not wishing to reflect upon the goldfields members, he must say that their conduct in permitting such a clause to pass showed an utter want of intelligence, when they had the example of Kanowna staring them in the face, showing clearly what could have been done there under such a clause as this.

MR. MORAN: No such thing could have been done.

MR. LEAKE: Certainly not.

MR. OLDHAM: Undoubtedly it could have been done had this clause been in force. Presumably hon. members knew the circumstances in which the deep lead was found at Kanowna.

MR. MORAN: Yes.

MR. OLDHAM: Could not the finder have kept his discovery quiet, and pegged out 24 acres?

MR. MORAN: There was no chance of it whatever.

MR. OLDHAM: Then he would give it up; but the future history of the colony would prove the justice of his contention. If another great alluvial field were found, it would be proved that, in passing this clause, the Committee had absolutely given away the birthright of the people to the big capitalists and company-mongers.

MR. CONOLLY moved that the question be now put.

SEVERAL MEMBERS: No, no.

MR. ILLINGWORTH: There were several amendments to be dealt with.

Motion, by leave, withdrawn.

MR. MORAN: Many unnecessary amendments were being made in the Bill. All the alluvial gold found in deep leads up to date had been found practically on leases. Such leads had been discovered on old reefing fields where leases had been pegged out over, say, four years. It was remarkable that none of these deep leads were pegged out except on leases; though not so remarkable, when it was remembered that there could not be a deep lead running through quartz reefs or veins. Such leads would always tend to run away from the district in which reefs were formed. Much eloquence had been wasted during the debate upon the alluvial digger by his new-found champions; and the member for North-East Coolgardie (Mr. Vosper) had frankly stated that because he represented an alluvial constituency, it was necessary for him to make considerable efforts on behalf of his

electorate in this connection. The hon. member was entitled to credit for doing his best for his constituents; but the deduction was that all the noise and agitation were made from purely political motives. There was no fear that any hardship would be inflicted on the alluvial miner. When he pegged out a claim, there was no power to expel him. No Government had the power to lease the ground over his head.

MR. VOSPER: The Premier had expressed a different opinion.

MR. MORAN said he did not think so; nor did he think any hon. member would maintain that, once an alluvial man pegged out a claim, that ground could be leased. The leader of the Opposition, who took a juster view than the Premier, would support that contention.

MR. ILLINGWORTH: Supposing the alluvial man pegged out after application for a lease had been made?

MR. MORAN: The hon. member (Mr. Illingworth) knew well that, if the ground developed alluvial, the Government would not grant a lease. He asked the hon. member and the member for North-East Coolgardie, what did they mean by saying they would abolish the dual title by imposing labour conditions on leases equal to the labour conditions on alluvial claims? This must be an absurdity, because, to be truly consistent, they ought to impose the same conditions upon the reefer. But why did they not say the Boulder should have 600 men upon it? It was because they knew that if the reef was payable the 600 men would be employed. If some fortunate, or unfortunate, leaseholder found gold, he would work it. We had wasted a lot of time on this matter, and the member for North-East Coolgardie had got his eloquence rather tangled up in the whirlwind of his own verbosity. It must be so when a man talked so much, and his tongue ran away with his head. In the finish, his head had nothing to do with it, and he was talking through his neck. A good deal of nonsense had been talked about the rights and wrongs of the alluvial digger. The alluvial gold was not got on leases, but on Crown lands; and if it were otherwise, the Bill would protect the alluvial digger even on the ground pegged out by the leaseholder. He did not see that any hardship would be inflicted upon anybody, except on the members of this House, and as he did not wish to inflict any hardship upon them, he would resume his seat.

THE MINISTER OF MINES asked as to the position of the amendment he had moved.

THE CHAIRMAN: It was held in abeyance, as it came later in the clause than that of the member for Coolgardie.

THE MINISTER OF MINES moved, as an amendment, that all the words after the first paragraph of the clause be struck out, and the following be inserted in lieu thereof:—

> Provided that any miner searching for and obtaining alluvial as aforesaid shall do so without undue interference with the bona fide operations and workings of the applicant for the lease, or with the buildings or shafts reasonably required by him, and that the applicant for the lease, pending the discovery of any lode, dike reef, or vein, shall have the exclusive right to occupy a portion of the land applied for not exceeding in area one hundred feet by two hundred feet. Provided also that no such alluvial working shall be allowed upon any land applied for as a lease within fifty feet of any lode, dike, reef, or vein, the existence of which shall have been proved. Provided also that the applicant for a lease may subject to the regulations, obtain an alluvial reward claim for any new discovery of alluvial made by him within the boundaries of the land applied for.

MR. MORAN moved, as an amendment on the amendment, that the words "one hundred feet by two hundred feet" be struck out with a view of inserting "not exceeding three acres."

MR. VOSPER: If we were going to give three acres, we must not allow the leaseholder to put any shaft or working outside that three acres, otherwise he might crop off three acres and put his shaft outside that three acres, and occupy practically the whole area of the ground. Peak Hill might be an exception, but, as a rule, on fields like Kalgoorlie, Coolgardie, or Kanowna, the reefs were in the solid bedrock.

MR. MORAN: Reefs went in soft ground, sometimes.

MR. VOSPER: Three acres were enough for a reefer, in ordinary circumstances.

THE PREMIER: While he was looking for a reef?

MR. VOSPER moved, as an amendment on the Minister's amendment, that all the words after "that," in line 1, up to and inclusive of the word "that," in line 3, be struck out.

MR. LEAKE: If all the words after "him," in line 3 were struck out, the operations and the workings and buildings would be protected. If all the buildings and workings were protected, and if in addition to that no man could come within 50 feet of the line of reef, what more could people want? By the way the latter part of the clause was worded, it seemed to give the leaseholder absolutely three acres, because it conferred on him the exclusive right to occupy a portion of land applied for not exceeding three acres. He had only an incohate sort of title.

MR. MORGANS: How would the hon. member insert the three acres?

MR. LEAKE: It should not be inserted. We did not want it. If we gave an applicant security for the buildings he put up, and kept others 50 feet away from his reef, surely he was sufficiently protected.

MR. MORGANS: Supposing a man did not get a reef?

MR. LEAKE: Then he would not get his lease.

MR. MORGANS: This proposal was to meet that.

MR. LEAKE: That should be met in the way suggested in reference to a supposed line of reef.

MR. MORGANS: It would be better to leave it as it stood. We had discussed the principle that a man who had pegged out 24 acres of land should, in the event of his finding alluvial gold, have a reward claim. He asked the member for Albany (Mr. Leake) not to propose the striking out of the words alluded to, because that would undo what had been accomplished.

MR. VOSPER: The quantity of land was too much to give; but of the two evils he chose the lesser, and he preferred to give the man the three acres absolutely, rather than leave the matter to the interpretation of the warden or other officials. He moved, as an amendment on the amendment, that in the first proviso the words "any miner searching for and obtaining alluvial as aforesaid shall do so without undue interference with the *bona fide* operations and workings of the applicant for the lease or with the buildings or shafts reasonably required by him, and that," be struck out.

THE MINISTER OF MINES: The difficulty could be overcome by inserting "mining" instead of "searching for and obtaining."

Question put in this form, "That the words proposed to be struck out stand part of the amendment" (as moved by the Minister), and a division taken with the following result:—

Ayes	...	...	22
Noes	...	...	6
Majority for	...	...	16

Ayes.	*Noes.*
Mr. Illingworth	Mr. Connor
Mr. Leake	Mr. Conolly
Mr. Oldham	Mr. Ewing
Mr. Vosper	Sir John Forrest
Mr. Wallace	Mr. A. Forrest
Mr. Kenny (Teller)	Mr. Gregory
	Mr. Hall
	Mr. Higham
	Mr. Hubble
	Mr. Kingsmill
	Mr. Lefroy
	Mr. Locke
	Mr. Mitchell
	Mr. Moran
	Mr. Morgans
	Mr. Pennefather
	Mr. Piesse
	Sir J. G. Lee Steere
	Hon. H. W. Venn
	Mr. Wilson
	Mr. Wood
	Mr. Doherty (Teller)

Motion to strike out words thus negatived, and the Minister's proposed amendment further considered.

MR. LEAKE moved an amendment on the amendment, that in line 4 of the first proviso the words "shall have the exclusive right to" be struck out, and "may" inserted in lieu thereof. He did not like the term "exclusive right." The clause would be giving a man a freehold bigger than was ever contemplated before.

MR. MORAN asked the Committee not to assent to this alteration. Even if a man had an exclusive right to 3 acres, it would not do any harm. If a man had prospected and discovered alluvial, then he should be entitled to retain 3 acres.

MR. ILLINGWORTH: There was no great difficulty presented to hon. mem-

bers. The only way a man could be dispossessed was in the case of alluvial of any value developing. Then the lease might be overrun, and if that were the case, the man had been a sufficient benefactor to the country to entitle him to 3 acres. If a man, searching for a reef, found a piece of alluvial country, he ought to have the first chance of securing a good claim, and that claim should be 3 acres.

MR. EWING: This provision was not as serious as the hon. member for Albany apparently thought it was at first sight; for, after all, it was only a leasehold interest, a temporary interest, which was contemplated under the clause. The words proposed to be struck out did not give a freehold, but only a leasehold interest, excluding any person from entering on 3 acres of the land which the miner was applying for, and which 3 acres were held with the rest of the land, subject to the terms of the Bill. It did not create a freehold or anything approaching it; but merely gave the leaseholder a temporary occupation, coupled with an exclusive right to 3 acres, off which all other persons could be kept.

HON. S. BURT: The clause said "pending the discovery," so that when a discovery was made there was no longer an exclusive right. It was intended to give the right all the more when the discovery had been made, and, therefore, there was something wrong in the clause.

MR. LEAKE: As the clause was drafted, it meant that if no reef was discovered, then the party might have the exclusive right to three acres for alluvial mining. To make the clause perfectly clear the words might be added "until the application is dealt with."

MR. VOSPER: After the defeat of the last amendment put to the Committee he was not disposed to vote in favour of the exclusive occupation of three acres by the leaseholder. His idea was that the applicant should occupy three acres, which gave ample room for all the shafts and buildings likely to be erected during the period of application. It was now intended to provide that no alluvial miner should interfere with the *bona fide* operations of the applicant, that the applicant had the exclusive right to three acres, and also 50 feet on each side of the lode, and then, if the applicant happened to find alluvial gold in the boundaries of the three acres, or in the boundaries of the lease, he was to receive an alluvial reward claim

THE PREMIER: Not if there was a reef outcropping.

MR. MORAN: Yes; if there were 50 reefs outcropping.

MR. VOSPER: There, again, was a difference of opinion. Pending the discovery of a reef or lode, the applicant might peg out three acres, and if, at the end of six months, there was no reef—which was what entitled him to a lease—then he was to receive an alluvial reward claim for the discovery of stuff he was not supposed to be entitled to.

THE PREMIER: Only until the hearing took place.

MR. VOSPER: That was the only period during which the alluvial miner could enter on the ground, and it was now proposed to make the law so that if he did enter on the lease, it would be of no earthly good to him. In the case of a 12 or 20 acre lease, what room would there be for the alluvial man? It was reducing the clause to a farce.

THE MINISTER OF MINES: The clause provided that if there was no lode, reef, or dike, the applicant might, pending the discovery, occupy three acres. That occupation, however, lapsed as soon as the dike, lode, or reef was discovered.

MR. LEAKE: Supposing there was no discovery, how was the applicant to be got rid of?

THE MINISTER OF MINES: He still hung on to his three acres, but when the reef was found that occupation, as had been said, lapsed, and he had to take up a strip 100 feet along the lode.

MR. KINGSMILL: This clause was entitled to support, inasmuch as it contained the first recognition in Australian mining laws of block claims and deep sinking. Anybody who took up a block claim was undertaking a class of mining badly needed in the colony, and to which every protection should be given. In a block claim there could be no outcrop, so there would be absolutely no protection for the machinery, etc., except the dubious protection by the first few words of the clause.

MR. LEAKE: Surely machinery was not wanted until a lease was granted?

MR. KINGSMILL: Hauling gear would be required. People were not going to sit down and watch the lease for six months, and until the lode, dike, reef or vein was discovered, some protection ought to be given. He was of opinion that the wording of the clause was clear, and that, as soon as the reef or lode was discovered, the occupation of the three acres lapsed.

MR. LEAKE: If that was meant, it was all right, but the clause did not say so.

MR. EWING: The intention was, he understood, to embody in this clause a provision by which the leaseholder got a certain amount of land for himself, whether alluvial or otherwise, and that, consequently, the last provision as to the reward claim would be struck out. What the Committee proposed now was to allow the applicant to peg out three acres, which would stand in the place of a reward claim, and the best thing to do would be to strike out the words "pending the discovery of a lode, dike, reef, or vein." The applicant could not be given the whole lease, but if he were given three acres, and allowed to peg out where he liked, he would be treated in a very fair and reasonable manner. It would be undesirable for him to have to alter his lines after the discovery, because he might have done a considerable amount of work on the land. The intention was to give him three acres absolutely, and with that view the amendment was submitted.

THE ATTORNEY GENERAL (Hon. R. W. Pennefather): The member for the Swan (Mr. Ewing) evidently mistook the intention of the proviso, which was to give an opportunity to the applicant to shift, after discovery of the reef, so as to enable him to fall back on his 50 feet limit on the other side of it.

MR. MORAN: To shift his shaft?

THE ATTORNEY GENERAL: To shift his shaft as he pleased. The applicant in the first place took up a three-acre block wherever he pleased; and if, subsequently, he found a reef elsewhere on the ground, he could be protected on the other side to the extent of 50 feet. It did not mean that the applicant was bound to remain within the boundaries of the first three acres he took up. As soon as the reef was discovered, the limit for the three acres was exceeded. It was only pending the discovery of a lode or quartz reef that the proviso as to the three-acre reserve was in force.

HON. S. BURT: This proposal was asking for too much. It was, so to speak, a double-banked clause; and, as the Committee were considering the interests of the alluvial man as well as the leaseholder, there should not be this double advantage given to one side in the same clause. The first four lines of the proviso amply protected all the applicant's works, his shaft and buildings, against the encroachment of the alluvial worker. Then why was it suggested that he should have three acres more?

MR. MORAN: What workings had the applicant on the day he pegged out?

HON. S. BURT: Why should he get three acres for the purpose of proving whether there was a reef on the property?

MR. MORAN: Because he paid £1 per acre rent.

HON. S. BURT: It must be recollected that such applicant had chosen to take up land on which there was no outcropping reef—land on which there was presumably as much alluvial as reefing country; therefore it would not be just if, in addition to protecting his shaft and buildings, the applicant were given three acres of ground which could not be occupied or tested for alluvial by the diggers. Three acres was a considerable portion of a gold-mining lease.

MR. MORAN: There would be no *bona fide* alluvial workers on such ground, to begin with.

HON. S. BURT: If it were intended that the proposed leaseholder should have a right to find his reef unmolested, so should the alluvial miner have an equal right to find his alluvial. In the first four lines of the proviso it was laid down that such miner must not molest the applicant or his shafts. For what were the three acres wanted?

MR. MORAN: For the applicant to put his buildings on.

HON. S. BURT: If that were required, the first four lines of the paragraph should be struck out, leaving the three acres to the applicant; because it was not proposed that all the works should be erected on these three acres. They could be put up anywhere on the lease. The applicant could keep the three acres shut up, and do nothing whatever with it, erecting his

works outside that area, which works the alluvial digger could not touch, as provided in the first four lines of the paragraph. It was unjust to have both these provisions for the protection of the leaseholder, who had found nothing on the land, and who therefore *prima facie* ought not to have applied for a lease, as there were no reefs showing on the surface. If it were suggested to give him the three acres for the protection of his shaft and works after the lease was granted, there would be something in it; but according to the Bill, once the lease was granted, the alluvial man had to move off the land; therefore such protection for the shaft, etc., was not required.

THE PREMIER: Of the two provisions, the three acres allowance would be better.

MR. MORAN: The member for the Ashburton (Hon. S. Burt) did not provide for a case in which there were no *bona fide* works. A man who pegged out a lease to-day could not say to the warden: "On this spot I shall sink my shaft; there is my whip track, and there my condenser." Until the leaseholder actually started operations, he had no *bona fide* workings. The warden might deny that there was any semblance of workings anywhere on the ground; therefore some particular plot of ground was required where the leaseholder could uninterruptedly commence operations. If such area contained rich alluvial, the leaseholder would work it for his own benefit, and was entitled to do so because he had discovered it, and paid £1 per acre for it.

MR. VOSPER: The alluvial man paid 10s. per annum for 70 feet, whereas the leaseholder paid £1 per acre per annum.

MR. MORAN: The alluvial man paid 10s. for a million square miles of Crown land, whereas the leaseholder paid £1 per acre; consequently the latter paid at the rate of one million pounds for what the alluvial miner paid 10s. The leaseholder must have some piece of ground on which to start his mining shaft. It was not easy to shift a main shaft when once put down. The proposition of the member for Pilbarra (Mr. Kingsmill), that a shaft should be cut up into post holes and sold, was not practicable.

HON. S. BURT: The applicant could not be interfered with.

MR. MORAN: If he had no permanent workings on the lease, how could he be protected?

HON. S. BURT: There was no necessity for protection. Protection could be got whenever the works were started.

MR. MORAN: Suppose he went on a lease which was all pegged out by alluvial men?

HON. S. BURT: Then he could not go at all.

MR. MORAN: Then the hon. member would exclude the leaseholder altogether?

HON. S. BURT: In such a case there would be no place for him to be.

MR. MORAN: And should the applicant leave, if he had been there 10 years?

HON. S. BURT: He should not go in.

MR. MORAN: If it were all pegged out before the leaseholder came in, he could not possibly get a lease. Supposing he (Mr. Moran) pegged out a piece of ground for a lease to-day, and to-morrow a crowd of alluvial diggers, following his track, pegged out the whole surface, how could he maintain to the warden that he had *bona fide* workings on that ground?

HON. S. BURT: Such would only be an application for a lease.

MR. VOSPER: If the ground had been a block claim, the applicant for the lease could not be said to have discovered it.

MR. MORAN: A block claim was a case in point. It had taken a long time to discover block claims; but in the case of a new discovery, where a man pegged out, it was necessary to give him 3 acres at least of the land applied for. There might be no reef apparent on the surface, for it might be at some distance below. It was much more important to protect the prospector than the man who followed him. The great majority of alluvial diggers were not fond of going too far out into the interior. The applicant must have a reserve for his workings, which he could hold even if the granting of his application were deferred for 10 years.

MR. VOSPER said that his recent contention that the Bill was not too clear had now been amply demonstrated. It was more of a Chinese puzzle than a Bill. He concurred with the member for the Ashburton (Hon. S. Burt), that there was no necessity to put a two-edged sword in the hands of an applicant for a lease. If his shaft and workings and buildings were

protected, that was enough, without giving him the three acres. At the same time, the member for East Coolgardie (Mr. Moran) was right to an extent, for there might be a time when an application for lease might be rushed, and the applicant might, from that cause, be unable to commence the workings. He suggested as an amendment that the words after "him" in proviso No. 2, line 4, be struck out, and the following inserted in lieu thereof: "for such buildings or shafts he shall not occupy more than one third of the total of the land applied for, and such area shall be reserved for this purpose." That would not be so objectionable as to give a man three acres; for, if the lease had an area of only six acres, three acres might be set apart for the applicant, and, if his area were 24 acres, the applicant would still get no more than three; whereas all could perceive that the man with the 24 acre lease required a larger reserve area than one with six acres. He therefore proposed to give him one-third of the area for the purpose of working the claim. That was surely sufficient. The rest of the lease would then be open to the alluvial miner; whereas under the clause as it stood there was no reasonable guarantee that the alluvial miner would be able to hold any portion of the land.

MR. MORAN: What part of the lease would the member for North-East Coolgardie give him? Must he name it at the time, or afterwards?

MR. VOSPER: It should be named when he took it out.

HON. S. BURT: The regulations would provide for that.

MR. VOSPER: All that was wanted, as far as he could see, was that it should be provided that such buildings or shafts should not occupy more than one-third of the total area of the land applied for, and such land should be reserved for that purpose.

MR. MORAN: Pending granting of the whole lease?

MR. VOSPER: Pending granting of the whole lease.

MR. MORAN: That suggestion was one which he could accept.

MR. VOSPER: The member for East Coolgardie (Mr. Moran) smiled. Perhaps he thought he (Mr. Vosper) had trapped himself. The danger of this thing lay in its interpretation. A man might start a cross seam right across his lease, or a dozen cross seams; and who would say that he should not do so if he asserted that he was searching for a lode? The occupier might say that he wanted to keep the cross seams open, and he might defy the alluvial miner to interfere with them; consequently in that way he would close the whole of the ground against the alluvial miner. His (Mr. Vosper's) proposal would confine him absolutely to eight acres, there being thus 16 acres reserved to the alluvial miner; and that would be a fair arrangement to both parties. He proposed to strike out all the words after "that" in line 4, down to the end of the proviso, and also the whole of the following proviso, and to substitute these words:—"Such buildings or shafts shall not occupy more than one-third of the total area of the land applied for, and such land shall be exclusively reserved for the use of the applicant."

MR. KINGSMILL: The Committee ought to be glad to accept the suggestion of the member for North-East Coolgardie (Mr. Vosper), and he must congratulate him upon having made it, more especially when it was remembered that this proposed clause applied only to applications for leases.

MR. LEAKE said he begged to withdraw his amendment, in favour of the one just moved.

THE MINISTER OF MINES: The amendment of the member for North-East Coolgardie (Mr. Vosper) was one which he was prepared to accept. Of course it was only subject to the lease being granted. If there was alluvial on the ground, all rights ceased.

Amendment (Mr. Leake's), by leave, withdrawn.

MR. GREGORY: There was a strong objection on his part to the amendment by the member for North-East Coolgardie (Mr. Vosper). The clause, as introduced by the Government, took care to protect the workings and anything that was reasonably necessary for the leaseholder, and it also said nobody could come within 50 feet of any reef which might exist upon the property, and that an alluvial reward claim should be granted to a leaseholder who discovered alluvial gold on

any lease. That was ample, and he objected to a person who made an application for a lease obtaining control of a third of the property. The member for North-East Coolgardie was playing altogether away from the requirements of the alluvial people. Whilst it was merely an application for a lease, we must allow the alluvial miner to go upon the land. A very short time would elapse before the lease had been approved, and, when once it had been approved, the alluvial man would not be able to work upon it at all. No person would attempt to sink to any great depth until his lease had been proved.

MR. MORAN: A lot of trouble and dispute as to whether one was within 50 feet of a lode would be saved if the applicant for a lease were allowed one-third of the property. The leaseholder would exercise his judgment and peg out his bit of ground. He (Mr. Moran). accepted the amendment as being satisfactory from all points of view.

MR. ILLINGWORTH: The member who moved this amendment should have his attention drawn to one effect of it which he (Mr. Illingworth) thought the hon. member himself did not desire. Supposing at the end of six months or during the application this ground developed alluvial, of course the lease would not be granted, but the applicant was in possession, and he would retain these eight acres.

A MEMBER: No.

MR. LEAKE: It was pending the granting of the whole thing.

MR. ILLINGWORTH: If, when he made his application, it was adjourned for six months in order that the alluvial man might work it, or if it were adjourned for 12 months, and continually adjourned, the applicant would still be in possession of these eight acres of land, and that might last for years.

A MEMBER: He would have to work it.

MR. ILLINGWORTH: Members seemed surprised that he mentioned three acres, but now the quantity was increased to eight acres.

MR. MORAN: A man would have to comply with the labour conditions and work the ground.

MR. ILLINGWORTH: But pending the decision as to the application, he would work it on the condition of having one man to six acres. He might be surrounded by alluvial men, and would have eight acres upon which no alluvial man could go, and he would continuously remain in occupation of that eight acres.

THE PREMIER: The warden might refuse it altogether.

MR. ILLINGWORTH: That was not certain. The idea expressed by members on the second reading of the Bill introduced and since withdrawn, was that the object of the six months during which a man might go upon the ground was to prove that there was no alluvial; and this was to be adjourned from time to time until the alluvial was worked out, and then the lease was to be worked. Supposing a man was in possession of a reef, and alluvial developed within six chains of his lease?

THE PREMIER: He would get the reef.

MR. ILLINGWORTH: If the Committee understood a man would retain possession of this eight acres, and they desired that it should be so, well and good; but he (Mr. Illingworth) could not support such a thing.

MR. MITCHELL: If many more obstacles were placed in the way of the reefer, it would not pay a man to go and seek for any reefs. A reef did not always outcrop, but it was generally indicated by a lot of quartz about the surface. He thought we had been doing quite as much as we ought to for the alluvial miner. He was sure the alluvial miners would not like to be placed in a glass case, as some hon. members would like them to be, apparently.

MR. VOSPER: The proposal by him (Mr. Vosper) would prevent the leaseholder, or would-be leaseholder, from obtaining practically a monopoly of the whole surface of the land. He had thrown open two-thirds of the ground for the alluvial miner, and he had left the leaseholder in uninterrupted possession of eight acres of the land. He was not forgetful that he represented a large number of prospectors and leaseholders; but he thought the provision would satisfy every class of men. Eight acres out of 24 was not an unreasonable thing to ask for. The man would pay rent for 24 acres, but he could only work eight acres. This was fair to both parties.

MR. MORGANS said he heartily agreed in the suggestion of the member for North-East Coolgardie. It would cut the Gordian knot. He did not think any suggestion had been made that met all the points as well as this one, and he would give it his warmest support. It was not possible to get any clause in a Bill perfect. We could not pass a clause which would meet all the difficulties; therefore we should do what we could to meet the majority of cases. The member for Central Murchison had pointed out difficulties that might arise, and what that hon. member said was perfectly true. But we could not pass an Act which was perfect, and we must get as near perfection as we could. One point must not be forgotten. The hon. member for the Ashburton (Hon. S. Burt) had suggested that in the first line of the clause the words "any miner searching for and obtaining" should be struck out.

MR. VOSPER: Hon. members must understand that the second proviso would have to come out. The Committee would have to take out all the words after "that" in the fourth line of the first proviso down to the end of the second proviso. There was no reason for retaining the 50 feet provision.

Amendment on the amendment (Mr. Vosper's) put and passed.

MR. VOSPER said he would like to obtain the opinion of hon. members on the third proviso.

THE PREMIER: The warden might refuse the application.

MR. VOSPER: Could we not say that, in the event of the application being refused, the applicant should have a reward claim?

MR. LEAKE: In the Bill which had been withdrawn, it was provided that prospecting areas should not be within a certain distance of one another. Following upon the protection area, there was the claim, and under the proviso before the Committee there might be reward claims dotted all over the country. This proviso should be struck out.

THE MINISTER OF MINES moved, as a further amendment, that in the third proviso after the word "may," in line 1, the words "in the event of the refusal of his application" be inserted.

Amendment on the amendment put and passed, and the Minister's amendment as amended agreed to.

MR. VOSPER: A number of amendments had appeared on the Notice Paper for the first time to-day, and hon. members had not had time to consider them. It would be reasonable to report progress now.

THE PREMIER: The hon. member could explain his proposed new clauses.

MR. VOSPER moved that progress be reported.

Put and negatived.

Clause as amended put and passed.

Clause 11—Lessee to have exclusive privilege to mining upon land leased:

MR. GREGORY said he had intended moving this proviso to clause 10: "Provided also that no lease shall be approved until six months after the recommendation, and should it be proved alluvial exists on a lease, the approval may be delayed." The proviso might be inserted in this clause. He wanted to give time for the alluvial man to come in and test the ground. If the Minister did not think the proviso should be added to this clause, he would not move it.

THE PREMIER: It would be better to see clause 10 in print as amended; and, if necessary, the Bill could be recommitted.

MR. GREGORY said he would not move his amendment now.

MR. ILLINGWORTH: Hon. members were aware that he had given notice of an amendment to clause 11. He had discussed the point on the second reading of the Bill which was withdrawn, and he gave his reasons then for suggesting this amendment. He would not occupy the time of the Committee in repeating his reasons, because, if he did not succeed on the second reading in winning members to his view, he would not succeed now. It was quite possible, indeed it was probable in some cases, that alluvial gold might develop a long time, perhaps years, after the lease had been granted. It was not desirable that the whole of the land should be taken up on the condition of one man to six acres, and he therefore moved, as an amendment, that the following proviso be added to the clause:—

Provided that—(a) In the event of the holder of any quartz reef discovering alluvial gold upon any portion of his lease, he shall at once

report such discovery to the warden. (b) Within seven days after receiving such report the warden shall (in person or by a duly appointed and fully qualified officer) inspect the lease where such alluvial has been discovered, with a view of determining whether the whole or what portion of said lease shall be declared alluvial ground. (c) Immediately after such declaration the said lease, or such portion thereof as shall be declared alluvial, shall be worked by the lessee under the labour conditions prescribed in clause 12 of this Act. (d) Should the lessee so desire, he may, within seven days after the warden or his officer has declared such lease or any portion thereof alluvial ground, apply for an alluvial reward claim under the conditions of clauses 9, 10, 11, and 12 of this Act; whereupon the remaining portion of the lease which has been declared alluvial shall be thrown open as alluvial ground. Always provided that the original lease shall remain undisturbed in so far as it relates to any portion thereof not declared to be alluvial.

MR. KINGSMILL: The passing of the previous clause rendered this amendment rather unnecessary.

MR. ILLINGWORTH: This was where the lease had been granted. The other was as to the application.

MR. MORAN: This was the dual title in its worst form.

MR. KINGSMILL: The proposed new proviso would be unworkable. He could not see how it would pay to give £4 a week to men for working alluvial ground, because the majority of alluvial workers, if their takings were averaged, did not earn anything like that.

MR. ILLINGWORTH: But why absorb the ground and not let them work it?

MR. KINGSMILL: The alluvial men had a perfect right of entry on these leases for six months.

MR. ILLINGWORTH: That did not affect the question at all. Alluvial might be found six years later.

MR. KINGSMILL: The hon. member was supposed to be in favour of the abolition of the dual title, and had presented a monster petition to that effect; but now he was endeavouring to perpetuate the dual title in a most pronounced and virulent form.

MR. ILLINGWORTH: To present a petition did not bind a member to its contents. He had made it his business, every time he had spoken on the question, to distinctly object to a lease of 24 acres being granted on the condition of one man to six acres. Land might be locked up with one man to six acres, while the strip of country involved would support thousands. If a man did not desire to work the land, he should stand out and let somebody else do it. The circumstances might not occur more than once in a hundred cases; but it was necessary to make provision for the hundredth case.

THE MINISTER OF MINES: This proposed proviso required some explanation in view of the labour clauses of the Bill. The proviso would not work with the other provisions.

MR. MORGANS: It was clear the member for Central Murchison (Mr. Illingworth) desired either to perpetuate the dual title, or to make a forcible addition to the labour conditions on leases. The labour conditions had been reduced from one man to three acres to one man to six acres, and the hon. member desired to go back and inflict still more difficulty and still more punishment on the mining industry. But the Committee was not in the humour to increase labour conditions on leases.

Amendment (Mr. Illingworth's) put and negatived, and the clause passed.

Clause 12—agreed to.

Clause 13—Amendment of section 43:

MR. VOSPER moved, as an amendment, that in line 2 the word "ninety-six" be struck out, and "forty-eight" inserted in lieu thereof. This was a large tract of country, and there ought to be more than one shaft sunk in 96 acres. It would be a fair thing to allow 48 acres to take the place of 96 acres, and that would allow two leases to be amalgamated.

MR. MORGANS: The hon. member had adduced no logical reasons for objecting to amalgamation. Leases of 24 acres were granted, subject to certain conditions, one of which was that each 24 acre block should employ four men. What damage did it do to the country, or to the gold-mining industry, if 20 men were working on one block, instead of four men on each of five blocks standing in a row? There was no practical reason why five blocks, or any number of blocks, should not be amalgamated, so long as there were four men employed to each block. The hon. member objected to working 96 acres out of one shaft, but he (Mr. Morgans) knew where 500 acres were

worked from one shaft. It was a proper system to work a large amount of ground from one shaft; indeed, it was the only economical way of mining when dealing with low grade ores. Any man having a vein on a 24 acre block of low grade ore desiring to work on a large scale, and who held four other blocks, would find it absolutely impossible to make the mine pay if he were compelled to have a winding shaft and a separate gang of men on each block. No reasonable objection could be taken to the amalgamation of 96 acres, so long as the leaseholder complied with the conditions laid down by law, that he should have four men to every 24 acres. It was absurd to say that he should not be permitted to concentrate these men on one particular block. As well attempt to regulate the shape and size of the shaft.

MR. VOSPER: By the Mines Regulation Act, the size and shape of the shaft could be regulated.

MR. MORGANS: So long as the mines were worked under conditions necessary to ensure safety, no law had a right to interfere with a man's method of working his own property. What would be said of a law providing that a timber lessee should cut the stump of a tree 10 feet from the soil, and that when felled, the wood should be sawn with a vertical instead of a circular saw?

HON. H. W. VENN: Or that there should be so many men on so many acres.

MR. MORGANS: What would the farmers say if the Government insisted that they should use a particular kind of plough for their land, and that they should have dividing fences around five paddocks of 24 acres each, and must put so many men in each paddock, instead of taking the fences down and working the whole of the land at once? He asked the Committee not to agree to the proposition of the member for North-East Coolgardie (Mr. Vosper), but to pass this very fair and just clause, providing that a man shall be allowed to amalgamate five 24 acre leases. Where a mine was worked upon a large scale, there was a far greater number of men employed than was required by law. There were nearly 600 men working on the Great Boulder; and the Lake View, which was practically a 24 acre block, employed over 600 men. Why should those men not work in the manner most advantageous to the leaseholder? True, if they worked in separate blocks, there might be more men employed; but that was a question for the employer, and not for the Legislature.

THE PREMIER: The clause required some consideration; for, as it stood, he feared it would not carry out the object of hon. members who supported it. Section 43 of the principal Act read:—

> When it shall appear to the satisfaction of the Minister after report from the warden that any two or more adjoining gold-mining leases can, by amalgamation, be more efficiently worked as one mine the Minister may authorise such amalgamation upon payment of a fee of twenty shillings for each lease so amalgamated, provided that the total area shall not exceed twenty-four acres and the proportion of length to breadth shall be as prescribed.

Two leases taken up one after the other, or two or three leases, might have a proportionate length and breadth. That would not be in accordance with the prescribed rule—two to one; therefore we should come to a dead stop. If it was desired to allow any number of leases of a certain area to be amalgamated, then it would be necessary to annul the proviso that the length should be in certain proportion to the breadth. To that there was one serious objection—namely, that by taking up small leases of six or ten acres a man might monopolise the reef to a larger extent than could be done by taking up one lease. For instance, with four six acre leases he would get more on the reef than he would get with a 24 acre lease.

MR. MORGANS: The operation of the clause was confined to 24 acre leases.

THE PREMIER: Where was that stated?

MR. MORGANS: It read "in lieu of 24 acres."

THE PREMIER: Yes; but 24 acres was the maximum before. Therefore, if a man wished to take advantage of the proviso, he could take up four 16 acre leases and then apply for amalgamation, and by that means might get a mile of reef.

MR. LEAKE: All this was subject to the recommendation of the warden.

THE PREMIER: Was it?

MR. LEAKE: Yes.

THE PREMIER: It would not do to retain the proviso providing for a proportionate length and breadth of the lease, for efforts would then be altogether fruitless.

HON. H. W. VENN: Was the Premier speaking in favour of the amalgamation of leases?

THE PREMIER: Yes; but previously the House had only agreed to the amalgamation of a total area of 24 acres. The Mining Commission had proposed to increase the limit to 96. A tremendous area of reef could be comprised in 96 acres. The objection would be obviated were the number of leases to be amalgamated limited to four. Thus four 24 acre leases would give a maximum of 96 acres; but four 12 acre leases would only make 48 acres, and four six acre leases a maximum of 24 acres. There would be an objection to allowing 16 six acre leases to be amalgamated. The proviso should be that four leases, not exceeding in the aggregate 96 acres, should be amalgamated.

MR. MORGANS: The Premier's suggestion, if carried out, would meet the wishes of the mining community. No leaseholder would desire to amalgamate 96 acres of mining land by taking up a proportional number of six acre leases.

MR. LEAKE: There was a proviso in section 43 of the principal Act which met the case by preventing the abuse spoken of by the Premier. Let progress be reported on this clause, which would require comprehensive amendment.

MR. MORGANS: Why not alter it now by providing that four leases only could be amalgamated and thus settle the matter?

THE MINISTER OF MINES: The latter part of Section 43 of the principal Act read:—

> Provided that the total area shall not exceed twenty-four acres and the proportion of length to breadth shall be as prescribed, and the labour to be employed on or in connection with such amalgamated leases shall be the sum of the labour conditions in each separate lease.

Now it was necessary to come to the regulations. When the 24-acre limit was struck out, and the 96-acre limit inserted in lieu thereof, the regulation provided that when application was made for amalgamation of two or more leases, and there was no objection thereto, it was not obligatory in any way to alter the boundaries of such amalgamated leases, in order to bring them within the operation of section 35 of the Act. Section 35 dealt with this point, and provided that the length of a lease must in no case be greater than twice its breadth. It was not to be obligatory, as to the proportion of length and breadth, to bring the leases proposed to be amalgamated within section 35; but it was nevertheless provided that the warden might, in his discretion, in reporting to the Minister, order that a re-survey be made in order to adjust the boundaries under section 35. That was the law at present, and the Act had been so administered for some considerable time. Such applications as he had mentioned would of course have to be made.

MR. MORGANS: The Minister of Mines would recollect that the suggestion now before the House was that, under the new Act, lessees should be in a position to apply to the Government at any time for an amalgamation of four leases, whether of one, five, ten, or twenty-four acres. It would not be a question of the warden recommending or the Minister deciding; but the owner of the lease would have the right to apply to the Minister to grant him an amalgamaion. According to the suggestion of the Premier, any man holding four leases of whatever area, 24 acres or less, would have the right to apply to the Minister for their amalgamation. If that clause could be so worded, it would meet all difficulty.

THE MINISTER OF MINES: Clause 43 seemed to be all right. The warden ought to be consulted in all these cases and we should have a report from him. He did not know whether the idea was that a man should have amalgamation as a right, if he liked to ask for it but unless we altered clause 43 a person would not be able to claim it as a right by any means.

MR. MORGANS: Then we must alter clause 43. If we were to be subject to the dictates of the warden in regard to amalgamation, there would not be much object in asking for it, because his (Mr. Morgans') experience of applications of this kind before the wardens, was that wardens were altogether too conservative, and, for reasons best known to themselves, were

ıpt to give decisions upon these matters entirely opposed to the best interests of the owners of leases. They always did so with the best intentions; but, at the same time, if it was logical that a man should be able to concentrate his labour upon any one of these leases, it was a ogical position for the owner of these eases to be able to come to the Minister ınd ask to be allowed to amalgamate hese leases without the intervention of he warden or anyone else. If it were ıecessary to seek the permission of the varden, nearly the whole of the advant-ıges claimed would vanish. If it was a ight a leaseholder could have, let it be given to him without the intervention of anybody.

MR. VOSPER: The attitude suddenly aken up by the member for Coolgardie (Mr. Morgans) was amusing. When he (Mr. Vosper) was saying it was advisable o limit the discretion of the wardens as nuch as possible, he was assured by the nember for Coolgardie, and other mem-bers, that the wardens were only a little ower than the angels, and that they could ıe fully entrusted with matters appertain-ng to alluvial miners.

MR. MORGANS: That statement he re-peated now.

MR. VOSPER: Yet they could not be rusted to decide whether an amalgama-ion of leases should be permitted to take place or not. He (Mr. Vosper) had al-ways endeavoured to force upon this House he fact that the labour conditions of this colony were part of the rent paid for the eases, and the State had a right to a voice as to how the labour should be dis-posed of. If we had no such right, then ve had no right to deal with the ques-ion of amalgamation at all, and we ought o strike out of the Act all our provisions n this point.

MR. MORGANS: That was what it should be.

MR. VOSPER: That did not accord with his view at all. We had to consult the public convenience as well as the con-venience of the lessee. Just now we heard the discretion of thewardens extolled to the skies regarding the rights of the alluvial men, but when the warden was to be asked to report to the Government on the advisability or the reverse of amalga-mation of a certain number of leases, members held up their hands in horror.

MR. MORGANS: Amalgamation was claimed as a right.

MR. VOSPER: And the alluvial miner also had a right. The position now taken up was utterly inconsistent. It was contended that we could trust the wardens to deal with the rights and interests of these smaller people, but on so trivial a matter as this of the amalgamation of leases—for it was a trivial matter, considering the great privileges leaseholders had—they were unfit to report. The country was entitled to know why it was proposed to lock up half a lease and permit work to be carried on in one corner. Provision was made in the present Act for the prevention of such a state of things, and therefore he was in favour of retaining the present Act. The country was entitled to know whether a lease was being worked in the public interests as well as in private interests. In the debate on his (Mr. Vosper's) amendment in connection with this clause, about a dozen or so ideas had been mentioned. The Premier raised one, the member for Coolgardie another, and others had been raised by other members. He supposed the further we went the more we should see the present clause was not sufficient for the purpose. It was admitted, he thought, by the member for Coolgardie, that the clause was not workable. He thought progress should soon be reported.

MR. GREGORY: It was to be hoped that progress would not be reported yet. We had listened to a lot of speeches, and very little work had been done. Go ahead and work for two or three nights, and try to get the Bill through. He objected to amalgamation of any area greater than 48 acres. Parliament had thought fit to say no man should take up a lease of more than 24 acres. Why had there not been a motion that the area should be extended, so that a man should be able to take up a lease of 96 acres? Nobody would move such a motion as that, and, that being so, why should we allow such a large area to be amalgamated? The member for Coolgardie (Mr. Morgans) would say persons holding a large area might be allowed to amalgamate so that they might be enabled to

work the land cheaply, but the objection to that was that four 24-acre blocks might be taken up and the work concentrated on the richest part, no development work being done on any other portion of the property. Once amalgamation had been granted, the labour could be put on any part they liked. He would agree to that, provided they were block claims. It would be only right that people should have an opportunity of amalgamating areas so that they could develop the property, and know exactly where to put down their shafts on the underlay, but he would object to a man having four large leases and allowing three of them to remain idle.

THE PREMIER: That was what it would mean.

MR. MORGANS: People would be working with one shaft.

MR. GREGORY: Such would not be the case. When that time was reached the House would be considering the question again, and he dared say we might then allow the amalgamation of larger areas.

MR. MORGANS: They had driven 3,000 feet.

MR. GREGORY: What was proposed would, he thought, be unwise. It might serve in one or two cases, but it would not be a good thing in a new goldfield. He certainly thought 24 acres too small, but he considered that 48 acres ought to satisfy the leaseholders at the present time, and to grant 96 acres would defeat the object in view.

On the motion of the MINISTER OF MINES, progress was reported, and leave given to sit again.

ADJOURNMENT.

The House adjourned at 11.31 p.m. until the next day.

Legislative Council,

Wednesday, 5th October, 1898.

Orchard Diseases Eradication Bill, first reading—Municipal Institutions Act Amendment Bill, first reading—Health Bill, recommittal, resumed and reported—Coolgardie Goldfields Water Supply Construction Bill second reading, Division—Adjournment.

THE PRESIDENT took the chair at 4.30 o'clock, p.m.

PRAYERS.

ORCHARD DISEASES ERADICATION BILL.

Introduced by the HON. R. S. HAYNES and read a first time.

MUNICIPAL INSTITUTIONS ACT AMENDMENT BILL.

Introduced by the HON. D. K. CONGDON, for the Hon. A. B. Kidson, and read a first time.

HEALTH BILL.

RECOMMITTAL.

Consideration (upon recommittal) resumed.

Clause 38—By-laws:

THE COLONIAL SECRETARY (Hon G. Randell) moved, as amendments, that the following be added as sub-clauses: "Fixing the charge for the removal of trade or house refuse," and "For prescribing the time of and precautions to be taken in the removal of pig-wash and other filthy matter."

Put and passed.

Clause 169—Obtaining destructors etc.:

THE COLONIAL SECRETARY moved that the following paragraph be added to the clause: "The obtaining or providing any such site, machine, machinery, or process shall be deemed to be a permanent work or undertaking within the meaning of the Municipal Institutions Act 1895." The object of inserting these words was, he said, to enable loans to be raised for the purpose of purchasing destructors; otherwise, the expenditure would have to be met out of the ordinary revenues of a municipality. The clause was suggested by the town clerk of Perth.