Resolutions reported, and report adopted.

On the motion of MR. MORAN, a Committee, consisting of Mr. Illingworth, Mr. Locke, and the mover, drew up the following reason for disagreeing to the Council's amendments:—

Reasons.—In the opinion of this House the amendments proposed to be added to the amendment of the Wines, Beer, and Spirit Sale Act by the Legislative Council, introduce principles too vital to be dealt with in the scope of the present Amending Bill.

The Committee's reasons were adopted, and a message accordingly transmitted to the Legislative Council.

ADJOURNMENT.

The Houses adjourned at 11 o'clock p.m. until the next day.

Legislative Assembly,

Thursday, 6th October, 1898.

Papers presented—Question: Cemetery at East Perth—Motion: Leave of Absence—Return: Expenditure on Advertisements in Newspapers—Early Closing Bill, third reading—Land Bill, third reading—Bankruptcy Act Amendment Bill, Amendment proposed on report, Speaker's Ruling — Streets Closure (Fremantle) Bill, second reading; in Committee — Goldfields Act Amendment Bill, in Committee, clause 13 to new clauses, Division; reported—Annual Estimates, in Committee of Supply, resumed and adjourned—Bills of Sale Bill, in Committee, Clause 8 further considered, progress reported—Criminal Appeal Bill, second reading, moved and adjourned—Adjournment.

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

PRAYERS.

PAPERS PRESENTED.

By the PREMIER: By-laws of Municipalities of Helena Vale (general), Fremantle (vehicular traffic), and Kalgoorlie (houses of ill-fame).

By the COMMISSIONER OF RAILWAYS: Proposals received for Construction of Coolgardie Water Scheme, as ordered. Northern Stock Route, Papers as ordered. Works Department, Dismissal of Sub-accountant, Papers as ordered.

Ordered to lie on the table.

QUESTION: CEMETERY AT EAST PERTH.

MR. WILSON asked the Premier whether it was the intention of the Government to close the cemetery at East Perth; and, if so, when?

THE PREMIER: (Right Hon. Sir John Forrest) replied: Yes; when the new cemetery at Karrakatta is ready and the necessary arrangements are completed.

MOTION: LEAVE OF ABSENCE.

On the motion of the PREMIER, further leave of absence was granted to the member for Plantagenet (Mr. Hassell), on the ground of urgent private business.

RETURN: EXPENDITURE ON ADVERTISEMENTS IN NEWSPAPERS.

MR. LEAKE moved: "That a return be laid on the table of the House showing how the sum of £10,524 18s. 4d., expended in advertisements by various departments, has been distributed, and what amount has been paid to the various newspapers." A return laid on the table a few days ago showed that the sum of £10,524 18s. 4d. had been expended in advertising by public departments during the past year; but in that return the names of the newspapers which received the money, or any portion of it, were not given. It would be more interesting if detailed information, similar to that given last year, were laid before the House. The comparison, too, would be of use, for we might be able to see whether the rates had gone up or decreased, or whether we were saving money or incurring extra expense. He supposed there would be no objection to giving the information.

Question put and passed.

EARLY CLOSING BILL.

Read a third time, on the motion of MR. ILLINGWORTH, and returned to the Legislative Council with amendments.

LAND BILL.

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

BANKRUPTCY ACT AMENDMENT BILL.

AMENDMENT PROPOSED ON REPORT—SPEAKER'S RULING.

On the order of the day for consideration of the report from Committee,

MR. GREGORY said he desired to move the recommittal of the Bill, for introducing a new clause.

THE SPEAKER: The hon. member could not move the recommittal of the Bill at this stage for that purpose, without giving notice of the new clause.

MR. GREGORY: The understanding on the previous evening was that opportunity would be given for moving new clauses on the recommittal of the Bill.

THE SPEAKER: The best plan would be to agree to the adoption of the report now, and the hon. member could give notice that on the order for the third reading he would move the recommittal of the Bill for the purpose of making the amendment he proposed.

MR. GREGORY: It was no doubt the understanding on the previous night that there should be a recommittal of the Bill, to afford opportunity for further amendments.

THE SPEAKER: The hon. member could not make an amendment in the Bill at this stage, without giving notice.

MR. GREGORY: But this was a new clause.

THE SPEAKER: Nor could a new clause be moved now, without notice.

Question put and passed, and the report from Committee adopted.

STREETS CLOSURE (FREMANTLE) BILL.

SECOND READING.

MR. SOLOMON (South Fremantle), in moving the second reading, said: This is really a formal matter. There was a small piece of land which originally was a portion of South-terrace and Market-street, but it has been enclosed for something over twenty years. Buildings have gone up on this land, and negotiations for further improvements necessitate a Bill to close the portion originally set out as a street. This explanation of the measure will be sufficient, without taking up more time.

Question put and passed.

Bill read a second time.

IN COMMITTEE.

Passed through Committee without debate, reported without amendment, and report adopted.

GOLDFIELDS ACT AMENDMENT BILL.

IN COMMITTEE.

Consideration in Committee resumed at clause 13—Amendment of section 43—on which an amendment had been moved by Mr. Vosper that the words "ninety six" be struck out and "forty eight" inserted in lieu thereof.

MR. ILLINGWORTH: The amendment was desirable, and on the second reading of the Bill he (Mr. Illingworth) had made a similar suggestion. Considering all the privileges given in the Bill, it would be a mistake to allow such a large area as 96 acres.

MR. A. FORREST (for Mr. Morgans) moved, as an amendment on the amendment, that the clause be struck out, and the following inserted in lieu therof:—

"Section 43 of the principal Act is hereby repealed, and the following inserted in lieu thereof:—"Any number of adjoining gold mining leases, not exceeding four, may be amalgamated upon payment of a fee of 20s. for each lease so amalgamated. Provided that the labour to be employed in or in connection with such amalgamated leases shall be the sum of the labour conditions in each separate lease."

If a man took up 96 acres, he had to pay £96 a year, and had to employ the statutory amount of labour, although that labour might be concentrated at one place. It was not possible to get 96 acres except in the back country, and if a man went into those parts, he deserved that area of land. To lessen the quantity would be a restriction on persons who were prepared to put capital into the development of the mining industry, because it was evident that working men, or men without capital, could not deal with reefing country. The amendment on the amendment was most reasonable, for

there were 100 claims abandoned for one worked. It was desirable to do everything possible to encourage the large capitalist to come in, and allow him to amalgamate, say, four blocks, in which case the same amount of labour must be employed, so that no injury would be done to anybody by the amalgamation. At Lawlers he was interested in twelve acres, and the adjoining holders had about sixty acres, yet those persons had done practically no work, but they obtained exemption from time to time, waiting for the development of the property adjoining to know what to do with theirs. It would be better for the country to get rid of people like these. He hoped the Committee would allow the amalgamation of leases, as it would do an immense amount of good. Some years ago he (Mr. A. Forrest) and others held a large extent of country, and had to put shafts all over it, practically wasting money, in order to comply with the labour conditions.

THE PREMIER (Right Hon. Sir J. Forrest): This matter was an important one, and had been before the Assembly on several occasions in years past. There had always been a disposition to object to the amalgamation of leases, and he had himself often assisted in that view of the case. He had a dislike, as he supposed most persons had, to people holding land that they could not utilise; but when we came to analyse that objection, there was not much in it. It was reasonable that we should put a limit to the extent of land to be amalgamated. In regard to the proposal before the Committee, which limited amalgamation to 96 acres, under existing conditions he was inclined to think it would do more good than harm; for what did it mean? A person might have four 24-acre leases, and if these were owned by what we might call the ordinary prospector, a man who was supposed not to have much money, or certainly was not a capitalist, the man who went out with his own labour and the little money he had saved to prospect the country, found some auriferous land; and supposing he took up four leases, he would have to place four men on each of the 24 acres, and two men on each if they were 12-acre leases. This man would hold these leases with very great difficulty, because four men could not do a great deal of work. Therefore, the man would hold these leases as long as he could, waiting for a capitalist or someone to come along and take a share in the leases, in order to enable him to get the machinery to work the ground. The sooner the prospector obtained capital to put into his leases, the better for the country. There were lots of cases in this country where prospectors held leases that were fairly rich; but, not having the capital to go on with the work, they "shepherded" them and held on for a long time, until they were able to dispose of a share, so as to work the leases. Our sympathies were with that class of people, who had endured hardships, and who found themselves in an awkward position through not being able to work the property which they had discovered. He knew a case of this sort, in which he was interested himself; and after paying money time after time, the party ultimately had to abandon the whole of the leases.

MR. ILLINGWORTH: Too many were taken up.

THE PREMIER: No; the hon. member knew nothing about them. If he (the Premier) and the persons with whom he was interested in that case had been able to put all their labour in one corner of the ground, some solid work could have been done; but solid work could not be done by putting down four shafts and distributing the labour on the four leases In the case he was referring to, after the holders had spent hundreds, he might say thousands of pounds, they had to give up the leases; not because the leases were no good, but because those owning the leases had not sufficient money to develop them. By distributing the labour, no good could be done to anyone or to the country, until some capital was obtained to work the leases; but by doing something in the direction of amalgamation, so that the labour could be concentrated, some really good work might be performed. If a small number of men were distributed over four leases, they could not do a great deal of work, and any difficulty that arose could not be coped with. When sinking was carried on as far as the water level, with four men the pumping could not be carried

on, but with 16 men, if a person held four leases of the full size, he might be able to do some useful work in developing the mine. At this stage of the history of the colony and of the gold-mining industry, he was inclined to support the proposal to the extent suggested. It would not do harm to anyone, and was likely to do some good.

MR. MORGANS said he could not understand one point in this discussion, so far as it related to the member for Central Murchison.

MR. ILLINGWORTH: The hon. member would never understand.

MR. MORGANS said he had always thought that the member for Central Murchison was the happy possessor of a logical mind; but in the position the hon. member took up in reference to amalgamation, he was absolutely illogical. The law of Western Australia told us that, if a man took up a lease of 24 acres, the labour conditions imposed were that he should employ four men on 24 acres of mining ground. The logical meaning of that was that, if a man had four 24-acre leases, he must employ 16 men.

MR. ILLINGWORTH: A person had no business to have four blocks.

MR. MORGANS: Was there any condition in the mining laws of Western Australia to prevent a man holding four leases? If there was, he would like it to be pointed out; and he should say at once, supposing such a law existed, that Western Australia would be a good country to get out of. The member for Central Murchison misunderstood. If A possessed a lease, he had to put four men on it; if B had an adjoining lease, he had to put four men on it. C also had to put four men on his block, and D must do the same. As long as A, B, C, and D kept four men working on their leases during the whole term of the lease for 21 years, the hon. member did not raise any objection to it; but if A, B, C, and D decided to sell their four leases to somebody else, then the member for Central Murchison said that, instead of having 16 men to work that ground, it could not be held at all.

MR. ILLINGWORTH: Nothing of the kind.

MR. MORGANS: If the hon. member said that was not the position, then he could not raise any objection to the amalgamation of the four 24-acre blocks. Let us take, as example, the mining laws of New Zealand, a colony which was supposed to be in the vanguard of democratic legislation as representing Australasian colonies—and in New Zealand there was much which must disgust the hon. member, besides womanhood suffrage—what was the mining legislation in New Zealand?

MR. ILLINGWORTH: About as mad as womanhood suffrage, he expected.

MR. MORGANS: No; the mining legislation of New Zealand allowed the Minister to grant an amalgamation of 100 acres. What was the mining law of Victoria? The member for Central Murchison was never tired of holding up the great colony of Victoria as an example to be followed, though not in regard to its financial position; yet in Victoria there was absolutely no limit placed on the right of the Minister as to the number of acres he could grant for leases. It was within his (Mr. Morgans') knowledge that both alluvial and quartz leases were allowed in Victoria to the extent of hundreds of acres.

MR. ILLINGWORTH: Only alluvial.

MR. MORGANS: When once a claim was marked out, everything within the four corners of the pegs belonged to the man who possessed the claim. There was no dual title in Victoria. He (Mr. Morgans) had a case in his mind of a company operating largely in Western Australia, the West Australian Goldfields, Limited, which had just concluded a purchase of mining land in Victoria, covering some hundreds of acres, and everything within the pegs covering the concession belonged to the company, whether alluvial or reef. He did not know the exact amount of land, but it was a long way over 500 acres, and he believed it was 2,000 acres. Everything within the four pegs of that concession belonged to that company. Supposing that in this colony there were four 24-acre blocks that happened to be contiguous and on the one line of reef, and the owners found it convenient to sell those leases to one man, who desired to exploit the whole lot of them; what reason could be offered why, in the event of the sale being completed, the man who bought those four leases should not work them as one mine? No

logical reason had been adduced, nor could any practical reason be adduced why such should not be done. There seemed to be a tendency, in regard to gold-mining legislation in Western Australia, to interfere too much with the rights of mankind. If a man held 96 acres of land, it was far more convenient to exploit that property from one shaft, than to be compelled by Parliament to put down, at the least, four separate shafts for the purpose. The Great Boulder, as an example, had various leases; and he did not know the number, but thought there were seven. That company had been compelled, owing to the unsatisfactory state of the mining laws of this colony, to put ten shafts down in their property for the purpose of exploiting that vein. It was a wicked interference with the leaseholder to compel him to do such a work as that on any mining property. Any practical mining man would say the area of the Great Boulder, which he believed was 175 acres, could be worked from one main shaft, and that a proper system of mining in accordance with that adopted in any part of the world would be to work that area from one shaft. Amalgamation should be allowed, because the prevention of amalgamation meant an undue interference with the rights of the leaseholder, and at the same time inflicted upon the owner of any mine an expenditure altogether unnecessary. Let us take the coal mining industry. He knew coal areas to-day of the extent of 3,000 acres that were being worked from two shafts, one being what was called the downcast shaft, for the purpose of supplying the mine with fresh air, and the other the upcast shaft, for the purpose of taking bad air out of the mine. If that applied to coal-mining, why should it not apply to gold-mining as well? The way they secured the ventilation was that in the upcast shaft they lighted fires in order to heat the air passing through it, thus giving ventilation throughout the whole of the mine; and he might say that in some cases the workings amounted to 100 miles.

Mr. Illingworth: We did not work gold mines like that.

Mr. Morgans: Why not?

Mr. Illingworth: The conditions were not the same.

Mr. Morgans: Instances could be given where gold mines were worked in the same way. What he (Mr. Morgans) was explaining was that this system of working showed the practical possibility of working three or four thousand acres by two shafts; and yet certain members of this House were trying to force the unfair, the unjust, and unnecessary condition upon the leaseholder in this colony of working one 24-acre block as a separate mine. Such a proposition was absurd and would not commend itself to the judgment of the Committee. What was the position of the mine-owner who employed more men than the labour conditions demanded? Take, for example, the Lake View, which had two 24-acre blocks and employed between 600 and 700 men on the 48 acres of ground. The labour conditions required that four men should be employed on 24 acres; and, if that was a correct position, he would like to ask what compensation the member for Central Murchison (Mr. Illingworth) would give to the persons who held a 48-acre block, and employed upon it 600 or 700 men? If a mine-owner employed more men than were required by the labour conditions, he should have some amount of compensation.

Mr. Vosper: A man took good care to obtain compensation, before he put the labour on.

Mr. Morgans: Every ounce of gold that had been taken out of the colony of Western Australia, up to the present, had cost more than £5 sterling, this being £1 per ounce more than its actual value.

Mr. Vosper: The cost would be more, if the paper capital were reckoned.

Mr. Morgans: Paper capital was something he was not speaking of. What he was referring to was the actual amount of cash. Every ounce of gold that had come out of this colony had, he repeated, cost more than £5 an ounce; and he asked why members should insist upon erecting this barbed-wire fence around the mining industry in Western Australia—what object could they have in attempting to interfere with the development of this great industry? If a man owned four blocks of land, and wished to exploit them in a certain way, what right had the Legislature in this country, or in any other country, to come in and say

he should not do so? It was an absolutely absurd position, from a business point of view. What would the member for Central Murchison say with regard to timber concessions in this colony? He saw the member for the Canning (Mr. Wilson) smile; but he (Mr. Morgans) was not going to attack the timber interest in this colony, because he was a great believer in it, and was looking forward to a great future for it. He believed the timber industry would be one of the best and greatest assets of the colony some day, and he would do everything he could to forward its interests. But he would ask members, and especially the member for Central Murchison, what should be done in case there were four timber concessions of a thousand acres each—and he could point to many of them in this colony—if the persons holding those concessions found it did not pay to work them separately, and the member for the Canning came forward and said, "I will give you so much for those concessions," and they sold them? If anyone attempted to pass a law that the buyer should be compelled to put up a sawmill on each of those four 1,000-acre blocks, such a thing would be termed absolutely ridiculous; and indeed it had never been heard of. He doubted whether any man would have the courage to come into the House, and make such a stupid suggestion. But that was the case in regard to gold-mining blocks, with this difference, that a mining man came forward, and, instead of asking for the amalgamation of several thousands of acres, he asked for the right to amalgamate 96 acres. If the refusal to allow amalgamation had been done in any other case except that of mining, the man who suggested it would be looked upon as a fit subject for a lunatic asylum.

MR. ILLINGWORTH: The member for Coolgardie (Mr. Morgans) did not know much about the timber industry.

MR. MORGANS: The subject of the timber industry was one of which he knew a good deal, because he put his money into it and lost it; and he thought that was a useful experience for a man to have. For the economic working of mines on goldfields, the right of amalgamation of 96 acres was an absolute necessity; nor was it a question of shepherding, in any way.

MR. ILLINGWORTH: That would be altogether against the development of mining.

MR. MORGANS: What practical experence had the hon. member of mining? Had he ever invested in a mine? Could he tell a shaft from a chimney-stack? The hon. member did not know the first principles of mining, therefore the House must not take him seriously on mining matters. He (Mr. Morgans) was a practical man; mining was his business; and he maintained that, for the economic development of mines in this colony, the right to amalgamate leases was absolutely necessary. Ninety-six acres of mining ground was a very small patch. If he had 96 acres, he could sink one shaft in the centre and exploit the whole area: but apparently the hon. member wanted four shafts, four engine-drivers, and four gangs of men, though the sinking of those shafts might cost, perhaps, £20 a foot. He (Mr. Morgans) was now paying £15 a foot for sinking shafts. Why should this punishment be inflicted on him, when he could exploit the whole 96 acres from two shafts? To prevent his doing so was an unjust interference with the rights of the leaseholder.

MR. ILLINGWORTH: As against the assertions of the last speaker (Mr. Morgans), he would give the Committee some facts. The whole of the important reef mines at Bendigo, the richest in Victoria, could be pegged out inside one block of four miles by two. The best mining man in Victoria, George Lansell, who held block 180, had sunk 3,000 feet on a 16-acre lease; and on the next claim, No. 222, had gone down 2,200 feet.

MR. MORGANS: No doubt he had good reason for it.

MR. ILLINGWORTH: And the two leases were of less than 30 acres in extent. The hon. member said no practical miner would sink more than one shaft on 96 acres. Now, the Hustler's Company at Bendigo had a rich 24-acre lease; and did they sink a shaft in the centre of the area? No. They divided their lease into three mines, which were working to this day, and the richest gold was taken from the Hustler's No. 2. If they had waited till they had exploited

that ground from one shaft, much of the gold would have remained there for ages.

MR. MORGANS: Why?

MR. ILLINGWORTH: The hon. member asked whether anyone would put down three or four for shafts on one piece of land. The Johnson's Company, managed by Captain Richard Williams, one of the best-worked mines in the whole Bendigo district, had sunk four distinct shafts on their 32 acres, because they could not otherwise exploit the gold.

MR. MORGANS: Why not?

MR. ILLINGWORTH: As he was not a mining man, according to the hon. member, it would be too much to ask him for the reason why the best practical mining men in Victoria did certain things. If the hon. member visited the place, he would probably see the reason why.

THE ATTORNEY GENERAL: One of the reasons was the desire to avoid an underground river.

MR. GREGORY: The formation at Bendigo was altogether different from those of this colony.

MR. ILLINGWORTH: In this colony we were looking for gold, but had not arrived at that stage when we could put a compass on the surface of the ground and point out where a reef could be struck. Suppose a man put down a shaft which proved a duffer; so long as he was working there, he was preventing anyone else from developing the ground. By this amalgamation, the next man who proposed to look for gold would be compelled to go half a mile away before he could commence his search. As it had been stated that he (Mr. Illingworth) did not know a shaft from a chimney-stack, he could not be expected to explain this matter; but the best mining men in Victoria got as close as possible to where gold had actually been found, and the further away they were driven, the less did they think of their chances of success.

MR. MORGANS: That was not so.

MR. ILLINGWORTH: The Garden Gully United had sunk a second shaft within a short distance of the original one, because they could not otherwise exploit their ground properly. This statement held good of all the deep mines in the Bendigo district. But the real point now before the Committee was whether a man should be given 24 acres of land which he might not develop, and whether he should be allowed to buy up three other claims around him, and then concentrate all his labour upon one claim, and leave the others unoccupied. He (Mr. Illingworth) always maintained that in mining, as with city lots, a man had no right to occupy the surface, or even beneath the surface, unless he made use of it. If the work done was to be practical work, then all the labour must be concentrated on the main shaft. But if amalgamation took place, from a quarter to half a mile of the lease would be left unexplored; and, if the company found it to its advantage to divide the property, was Parliament justified in giving what would be six times the size of the deepest mine in Bendigo to one company, taking the off chance of their putting a pick into it? All the law asked was that there should be four men on 24 acres. If the leaseholder would not do that, why should he, for 21 years, prevent other men from going on the ground? Some people wanted sheep runs instead of quartz mines. By-and-by we should have the same state of affairs as at Broken Hill, where vast sums had been made by subdividing land without the original owners putting a pick in it. This might be all very well from the standpoint of an English company, or a company promoter. Parliament was not legislating for that particular class, but for the country. If there was gold in the ground, it should be exploited for the benefit of the country, and gold mines should not be spread out unnecessarily over far distances. What was desired was to keep ground worked.

MR. MORGANS: Why not apply that to all lands?

MR. ILLINGWORTH: One subject at a time. He was prepared to apply the same conditions to all lands, and even to the streets of Perth. The Committee were about to do a very wrong thing. It did not necessarily follow that a man ought to have to sink a shaft 3,000 feet deep to know what a shaft was, as there were many other sources from which information could be got. There were cases in which it was desirable to amalgamate

labour, but those cases were few, and might be dealt with by the Minister.

MR. KENNY said he took rather a socialistic view of the question, inasmuch as he regarded it as one of greater interest to the State than to the capitalist, or to those who ranged themselves on the other side. Before any lease could become of actual value to the State it was necessary to discover whether there was gold in it; and whatever quantity of gold might be contained in the lease, it could not possibly benefit the State or the holder, until it was raised and placed on the market. The endeavour should be to develop a particular lease as quickly as possible. He preferred the word "development" as against the word "exploited," as the latter to his mind always carried with it a want of genuineness, whereas "development" had a more honest ring. The first matter of interest to the colony was the development of the goldfields, and the desired end ought to be attained as quickly as possible. He took it for granted, as other hon. members had done, that if there were four leases, each lease being worked by two or four men, as the case might be, nobody would advance the idea that eight or sixteen men were not more likely to attain the desired end in the development of one particular lease than if the labour were divided into four lots. The State, first of all, entered into a contract with the leaseholder, that contract containing a provision as to rent, and also as to so many men being placed to so many acres. Having entered into a fair and binding contract with the leaseholder, it was rather hard on the latter, while he had complied with the labour conditions and with the conditions of rent paying, for the State to make such rules as would prevent him carrying out the object for which he obtained the lease. He (Mr. Kenny) had as great an interest in the subject as any man who had spoken. He had endeavoured to study the question, and, though he might not possibly be able to form such a clear and correct opinion as others, still he felt that, for the benefit of the colony, the great end to be desired—namely, the development of the goldfields—was more likely to be attained by consenting to a limited amalgamation, such as was set forth in the amendment, than by attempting to prevent the leaseholder from consolidating his labour.

MR. WALLACE: While opposed to giving the capitalist or the leaseholder large areas, he would make the concession that the size of the lease should be regulated according to position. If the lease were in country where the reefs were flat it would be an advantage to have large areas, but where the reefs went down vertically, such an area as 96 acres was not required. The member for Coolgardie (Mr. Morgans) had told the Committee that, as a practical miner, he would work a claim of 96 acres from one shaft; but, although he (Mr. Wallace) was not a mining expert, he could not believe that.

MR. MORGANS: An area of 96 acres was being worked by himself from one shaft at the present time.

MR. WALLACE: It was not practicable to work a mine of 96 acres from one shaft.

MR. MORGANS: Nonsense. Mines of 3,000 acres had been worked from two shafts.

MR. WALLACE: No doubt there was a main shaft, but there must also be other shafts.

MR. MORGANS: That was not at all necessary.

MR. WALLACE: Mines had been visited by him, and he knew it was necessary.

MR. MORGANS: For that matter, there was, to his knowledge, a mine where there were 20 shafts on 12 acres.

MR. WALLACE: Nothing could persuade him that the member for Coolgardie could work 96 acres with one shaft. That hon. member had told the Committee the actual cost per ounce of the gold obtained from the soil of this colony. But that method of calculation applied to other industries as well. A farmer would tell how he sold hay for £4 a ton, while the cost of growing and gathering it had been £5. It was absurd on the part of the member for Coolgardie to suggest that compensation should be given in cases where 600 men were employed on a piece of land, in relation to which the conditions of labour required only four men.

MR. MORGANS: The Committee were not expected to agree to compensation, but it would be only logical if they did so.

MR. WALLACE: It would not be logical. Land was given for mining under conditions which were made as easy as possible, and it was the desire of every leaseholder to get as much wealth in as quick a time as possible. It would not be to the advantage of the leaseholder to simply work under the labour conditions, the mildness of which showed the desire of the Government to give the land on as easy terms as possible. It was argued that in Queensland it had been found advisable to give larger areas for mining. That was so; but there it was taken into consideration that 25 acres of land at Gympie, where the reefs were vertical, were worth considerably more, and were more easily worked, than 25 acres of land at Charters Towers, where the reefs were flat. He was willing to support the proposal of the member for North-East Coolgardie (Mr. Vosper) that the areas should be 48 acres. That was not because he desired to restrict operations, but for the purpose of much more readily developing the land. If the land was any good at all, there was sufficient in 48 acres for any lessee. Members should consider what conditions should surround the land. Were we going to give a man three-quarters of a mile of rich gold-bearing reef, or were we going to give him a piece of country to be fenced in with barbed wire for the purpose of fattening stock?

THE MINISTER OF MINES: It was not likely that any man would fence in 96 acres of land on a goldfield, and pay £1 an acre for it for the purpose of fattening stock on that land. Therefore hon. members could disabuse their minds of that idea. The hon. member for Coolgardie (Mr. Morgans) had urged this matter forcibly, but not in the interests of any particular person or class of persons. The hon. member was imbued with the one idea of promoting the interests of the gold-mining community as a whole. [MR. MORGANS: Hear, hear.] We had two classes of gold-mining in this country, alluvial gold-mining and reef gold-mining. We did not intend to lease alluvial ground at all.

MR. VOSPER: Some day it would have to be done.

THE MINISTER OF MINES said he hoped the time would come when we could lease abandoned alluvial ground and work it, which was impossible to do without a large amount of capital. The Government wished to induce people to come to this country to work our reefing ground. This could not be done without money. We did not want to hamper those who had money and were prepared to invest it in this country in opening up our mines. The Government were not introducing any new legislation which was unknown in other countries. The hon. member for Central Murchison (Mr. Illingworth) had addressed the Committee on the subject of Bendigo; but we were not now legislating for Bendigo but for Western Australia, and for the largest area of auriferous country that any body of people had the power of legislating for in any part of the world. Perhaps the hon. member for Central Murchison would remember that in Victoria there was no restriction as to the size of a lease. The Act in Victoria did not say that a lease should only consist of 24 acres; but the Government could grant a lease of any area. In adopting this system to a certain extent here, we were only following in the lines of Victoria, New Zealand, and other colonies. In Victoria the gold mining lessee had power to surrender his leases at any time. and have them consolidated on payment of a fee. If his leases consisted of 50 acres each, he could consolidate four leases of 50 acres, and make one lease of 200 acres, and work that area of country as one lease. The Gold Mining Act passed in Victoria in 1897 allowed that to be done. A man might lease up to 100 acres, and could consolidate up to 400 acres if he liked. If we were not going to allow a certain amount of amalgamation of a fairly large area, we must lay down a hard and fast rule in our gold mining law that no person should be allowed to take up more than 24 acres.

MR. MORGANS: Should be allowed to take up only one acre.

MR. ILLINGWORTH: A man should be allowed to take up as much as he liked, if he would work it.

THE MINISTER OF MINES: If we allowed a man to take up as many 24-acre leases as he liked, it was perfectly logical to allow a lessee to amalgamate so long as the labour conditions were fulfilled in every possible way. Lessees should be allowed to amalgamate up to 96 acres; that was nothing extraordinary, and we were not asking for anything which was not being done in other countries, but were asking for conditions which would allow people to invest their money in Western Australia in opening up mines. We should make the provisions in regard to leasehold land as liberal as we could; but we should see that the labour conditions were fulfilled, and as long as a sufficient number of men were employed to fulfil the labour conditions, that was all we should require. Supposing a company had four 24-acre blocks adjoining, and that company wished to start work, that company did not want a main shaft on every lease. Possibly that company might subsequently put down a second shaft, but the first thing which the company would do was to put down a main shaft on one of the 24-acre leases. That company might employ 200 men in connection with that main shaft, the battery, and the paraphernalia connected with the main shaft; but the company might wish to do a little prospecting on one of the other leases. The company might wish to put down a shaft on lease A, while it had its main shaft on lease B. Again, the company might wish to employ 10 men on lease A for a short time, and then it might be desirable to take the 10 men off lease A and put them on to lease B for a certain period. He (the Minister of Mines) did not think we should compel a company to apply for exemption when the company wanted to take men off lease A and put them on to Lease B for a couple of months. We must not harass people who were investing a large sum of money in the risky business of gold mining. People were willing to come to this country and invest their money in the most risky industry there was; but at the same time it was a most fascinating industry. The majority of the persons who invested in leasehold property here would say that they desired to amalgamate up to 96 acres, and we should lose nothing by it, but we should gain, because the State would benefit more by making the mining laws as liberal as possible, and not harass people in their operations.

MR. ILLINGWORTH: Why did the Government wish to limit the area?

THE MINISTER OF MINES: We preferred to limit it to 96 acres.

MR. ILLINGWORTH: But what was the object; what was the reason for limiting the area at all?

THE MINISTER OF MINES: We did not desire a company to amalgamate up to 1,000 acres.

MR. ILLINGWORTH: The same argument would apply as to limiting the area up to 48 acres.

THE MINISTER OF MINES: We said the limit should be 96 acres.

MR. VOSPER: The next time the leaseholders made an outcry the area would be made 150 acres.

THE MINISTER OF MINES: There was not much outcry on the part of the leaseholders of the country. If there was a little more outcry on the part of the leaseholders we should know more what they desired; but we did not hear the views of the leaseholders at all. If the leaseholders would express their views, we should know what they thought was most beneficial for the country. The men who invested their money in the country had confidence in the Government and members of this House. They knew that the Government would not do anything to their detriment. He hoped members would support the insertion of the words, and allow leases to be amalgamated up to 96 acres.

MR. KINGSMILL, in supporting the amendment, said he did so because the practical experience he had gained told him it was advisable to amalgamate up to 96 acres. Hon. members who opposed this amalgamation had gone rather to extremes, for they took for granted that every lease pegged out consisted of 24 acres, and they looked upon amalgation as quasi-compulsory. The object with which a man worked a lease was to gain the gold as quickly as possible: and if a leaseholder found that it would be advisable to have three or four shafts to win the gold more quickly than by sinking one shaft, that leaseholder would in all probability sink the four shafts. Men

who had any practical knowledge of mining would agree that circumstances arose sometimes rendering it advisable and necessary that a mine should be worked from one main shaft. The members for Central Murchison and Yalgoo had said it was impossible to work a mine from one main shaft; but those hon. members could not have been speaking in earnest when they stated that. In scores of places throughout the mining world it had been proved to be eminently possible. The greater number of the leases at Charters Towers (Queensland) were worked from one main underlay shaft, so far as he had seen.

MR. VOSPER: Not many were so worked now.

MR. KINGSMILL: On block claims at Charters Towers they sank a vertical shaft for over 2,000 feet, till they struck the reef; and from that point they worked the reef on the underlay. One shaft could be made to serve the purpose of two, by what was termed "centering." With regard to block claims, the amalgamation of leases produced very desirable results. Suppose a number of block claims in full work, and the reef had an underlay of 45deg., and it was desired to sink and cut the reef, and thence work it; was it fair to expect perhaps four different sets of people to sink four shafts to a depth of 1,000 feet each, when one would serve the purpose? It was necessary to look ahead to the time when deep sinking would be the order of the day in this colony, as in Queensland. This amalgamation was not compulsory, nor would men do it if they could mine to better advantage by working their leases separately. The amalgamation only provided a necessary means of easing their workings.

MR. WILSON: The member for Coolgardie (Mr. Morgans) had referred to him as though he required converting in connection with the amendment.

MR. MORGANS: No; he had only asked for the hon. member's sympathy.

MR. WILSON: The hon. member had his sympathy, and he did not require conversion. The question was whether 48 acres or 96 acres was a reasonable area to allow leaseholders to amalgamate. It was not a question of whether the whole surface of the earth should be worked from one main shaft, but of what was a reasonable number of acres. After hearing the remarks of goldfields members, he took it that 96 acres would not be too much. He knew coal mines in the old country where the workings extended for miles underground, and the coal was brought to one central shaft. It was said, the more precious the mineral being won, the less the area required for the mine. That argument was unsound; for where the conditions in which the mineral, whatever it might be, was extracted were similar, the same class of machinery was used, the same ventilation was required in the mine, and the same results were attained.

MR. KINGSMILL: The leases need not all belong to the same man. Several men might sink a shaft for their common use.

MR. WILSON: Precisely. That was one of the main reasons for adopting the 96 acres proposal, as it aimed not merely at assisting the large capitalist, but the prospector. Several men might peg out their claims, and find they could not develop the ground single-handed. They could then amalgamate, and work from one central shaft. Surely it was better to develop the country than to leave it only half worked. The industry was suffering from a mistake made in the first instance. We were now repeating the mistake with regard to alluvial. It was originally concluded that alluvial gold was only found on the surface of the earth, which was an error. The regulations governing leases were framed on a similar supposition—that our reefs would not go deeper than 200 feet. We now found our error. It was almost certain that our mines would go to as great a depth as those in any other part of the world; therefore we must alter our methods of working.

Amendment on amendment—to strike out clause 13 and insert the words proposed—put and passed.

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

At 7.30 the CHAIRMAN resumed the chair.

Clause 14—Amendment of section 45:

MR. VOSPER moved, as an amendment, that after "forfeiture," in line 5,

the following words be added: "and no such fine shall amount to less than ten shillings per acre per day during the continuance of any such breach of the labour conditions or regulations." The clause as it stood simply provided that there should be a fine for the first offence. The amount of the fine was not specified, and it was possible to inflict a merely nominal penalty. In cases of serious offence there should be some punishment, and a punishment of a sufficient nature to make it more profitable to carry out the regulations than to break them. It was quite possible that a lease in a remote part of the country might be left idle for three or four months before information was laid, and it was very probable that it might be so, because, by reason of a fine being inflicted, no one would be interested in giving information against the leaseholder, because the lease would not be forfeited. In the second place the infliction of a merely nominal penalty meant opening the door to shuffling of all kinds, and persons could keep their leases idle as long as they thought fit. In his opinion the mining members of the House did not desire anything of that kind. It had been repeatedly said during the debates that our object was to get the mines at work, and to have development and exploitation carried on as rapidly as possible. If the present proposal were carried we should, as he had said, be opening a loop hole, and allowing people to keep mines idle for an indefinite period. The clause would not afford any protection at all to the State. The leaseholder had succeeded in reducing the labour conditions to a minimum, this being very much below anything imposed in any other portion of the Australian colonies. The effect of the clause as it stood, without the amendment he proposed, would be to render the labour conditions practically null and void, and we might as well give the freehold of the land away at once.

Mr. MORGANS: The amendment would inflict hardship on a large number of leaseholders in the colony.

Mr. Vosper: Not those who did their duty, and kept their agreement.

Mr. MORGANS: The hon. member argued that the clause, as it stood, would enable capitalists, and nobody else, to shepherd their leases. As a fact, the clause would have no effect on capitalists at all, but it would tell severely against prospectors who found leases, and took up claims on them. The Committee should recognise there were periods of depression, such as the present, in which it was not unnatural to suppose prospectors might run short of money, and desire to escape the rigid labour conditions.

Mr. Vosper: Let them apply for exemption.

Mr. MORGANS: There was not only difficulty, but expense in applying for exemption. Under the amendment, the prospector with 24 acres would pay £12 per day in fines; and surely, in view of that fact, the member for North-East Coolgardie (Mr. Vosper) would be disposed to withdraw his amendment, or at least modify it. The labour conditions in this colony were the same as the conditions in Queensland. Formerly, there were much severer conditions in Queensland; but, on the recommendation of a Royal Commission composed principally of working men representatives, it was decided that the conditions were too heavy, and ought to be reduced in the interests of the industry. In none of the Australasian colonies, he believed, was there in force a provision of the kind here proposed. The gold-mining area in Queensland was smaller than that in Western Australia. Here were one or two great auriferous belts amounting to, at least, a million acres, of which only 40,000 acres were at present occupied as mining leases; and in view of that enormous area of unoccupied ground, was it necessary to introduce an innovation of this kind, which would only increase the difficulties of the prospector?

Mr. KINGSMILL: It appeared to be the intention of the Government, in introducing this Bill, that a fine should be inflicted; and the fine inflicted should be not less than the expense incurred by a leaseholder in working the lease. The amendment proposed by the member for North-East Coolgardie was rather harsh; and, with a view of modifying it, he (Mr. Kingsmill) moved, as an amendment on the amendment, that the word "ten" be struck out, and "three" inserted in lieu thereof. In this way six acres, which was the limit for one man, would be liable to eighteen shillings per day, or 4s. 8d. per day more than the current rate of wages,

and would not be too heavy on the leaseholder. It would always be possible, he supposed, in the case of a poor man working a lease, for the Minister or the warden to remit a fine, if the circumstances warranted it.

MR. LEAKE: It would be better to fix a maximum, and provide that the fine should not exceed 10s. per day.

MR. GREGORY: The amendment would strike distinctly at the poor man on the goldfields, and the Committee ought not to pass the amendment in its present form, at any rate. In a matter of this kind, a good deal should be left to the discretion of the Minister. There were many cases of gross breach of the labour covenants, in which a Minister might inflict a fine of £100 or £200, instead of ordering forfeiture. But it would not be wise to inflict a penalty such as that proposed, which would only fall on the poorer class of the community, and which, in any case, would be merely nominal to the capitalist. It would not be wise to fix a maximum, or place any restriction whatever on the fine. There ought, however, to be a further amendment to the clause, providing that where it was proved the labour covenants had not been complied with for, say, a term of two months, that should be proof of abandonment, and forfeiture should result, with no option of a fine. Under the present Act, if the labour condition was unfulfilled for only one day, and an application was made for forfeiture, the warden had no alternative but to make a recommendation to that effect; and, in such cases, the Minister should have power to inflict a small fine. The amendment was really a blow at the poorer men, although the member for North-East Coolgardie aimed at being a friend of the working class.

MR. VOSPER: This provision was advocated by him at the general election.

MR. GREGORY: That did not make any difference in the fact that it would be the poor prospector who would suffer; and it was to be hoped the Committee would not allow the amendment to pass into law.

THE MINISTER OF MINES: This was really one of the most important clauses of the Bill, in the interests of the *bona fide* prospector. It was never intended that this clause should apply to any gross breach of the labour conditions, but was introduced simply to give power to impose a fine as an alternative to forfeiture. Under the present law, there was no alternative—there had to be forfeiture or no forfeiture. Even during the short time he had been in office, some painful cases had been brought under his notice. A little while ago, an instance occurred in the North Coolgardie district, where a prospector had for nearly three years held a lease, on the development of which he had spent his little money; and having got four months' exemption, he went away to Siberia, thinking he might get some alluvial, and by that means raise funds to further develop his little property here. While away, he became unwell, and his four months' exemption expired; and, naturally thinking it no good coming back to the claim while unable to do much work, he decided to stay where he was for a time. He returned here to his claim six weeks after the exemption expired, and found an application for forfeiture posted on the lease. The case came into court, and as the applicant for forfeiture appeared, the warden had to recommend forfeiture. The warden was quite right, if he had any doubt, to recommend the forfeiture, and allow the Minister to consider whether it should be carried out or not. That was a hard case, for the man was a *bona fide* prospector, and all he had in the world was this little property. It was his own fault that the lease became liable to forfeiture; for he ought to have written to the warden saying he could not work on his lease, and asking that his lease should be protected for him until he could get back. But working men did not think of these matters, for they thought their property would be all right; but leases, if not worked, were always liable to forfeiture. The case was one in which he thought the Governor should not forfeit the lease; and he (the Minister) would have been glad to have recommended that a fine be inflicted, so as to make the leaseholder more careful in the future. A fine of £5 would have made this man look out in the future, and see that his property was protected. Still, he had no sympathy with people who did not protect their properties; for if a man did not fulfil the

labour conditions, he ought to get exemption, or get some one to remain on the lease and look after it. But in many cases men did not take these matters into consideration; they did not study the law, but trusted to their fellow-men not to jump their claim. The privilege of fining instead of forfeiting should be exercised with the greatest care. In the interest of the small prospector, some protection of this kind should be provided. It was not advisable to make a maximum fine of 10s. per acre per day, because that would mean a great deal; for if a man had 12 acres, that would mean £6 per day, which was a large amount of money to find, and was likely to break a man entirely. Supposing a leaseholder was absent a month, from some cause or other, and an application for forfeiture was put in and approved; if that man were fined, he would have to pay an amount of £180. What working man could stand that? If the amendment were carried, there must be either fine or forfeiture. It would be wise to leave the lause as printed. He would rather see a maximum fine than a minimum fine. The prospector would be pleased if a provision such as that proposed became law.

Mr. VOSPER: A man should carry out his contract with the State. When a person took up a certain piece of land, surely he knew there were certain conditions to be performed; and if he was an honest man, he would do his best to carry out his contract; but if he was a dishonest man, he would do his best to evade the conditions. By passing this clause, the Committee would be encouraging a man to evade his contract. A man had the means of obtaining exemption, if he could show some *bona fide* reasons for the exemption being granted: but if we passed this clause, we would be encouraging a man to break his contract, and it was an immoral and preposterous doctrine to provide a means by which a man could escape from his contract. What was a *bona fide* prospector? A man who took up land and dummied it, allowing it to remain idle, or a man who worked it?

The Minister of Mines: The man who worked it.

Mr. VOSPER: That man would not be affected by the clause.

The Minister of Mines: If the man was away a week, his claim would be liable to forfeiture.

Mr. VOSPER: The man had no business to be away for a week except he had obtained exemption.

The Minister of Mines: But something might turn up.

Mr. VOSPER: This Bill provided for that something turning up. There were means of escape given in all parts of the Bill. A man could obtain exemption on all reasonable grounds. If accidents occurred to the mine or to the person, or if those grounds were not sufficiently comprehensive then there was a provision that a man could obtain exemption if his lease "for other reasons" became unworkable. No man, whether rich or poor, had a right to remain away from his lease. He had to carry out the conditions, or suffer the consequences. He had no right to play fast and loose with the national property. The labour conditions were part of the rent of the lease, and we had no right to allow people to make breaches of their covenants. This clause would induce a man to break his covenant. In addition to that, hon. members wished to provide an anomaly, because it would allow a man to escape from the consequences of breaking his contract. He was willing to accept the amendment proposed by the member for Pilbarra, but beyond that he would not go. He did not think it was necessary to make a maximum penalty, because there might be instances in which a heavy penalty should be inflicted. In no cases should the warden or the Minister inflict a fine, where the labour conditions had been deliberately flouted. If the present clause were passed, the Minister would not be bound to fine or forfeit.

The Premier: That was a question.

Mr. VOSPER: It was not mandatory. The Bill did not provide for it, and the Government were not bound to inflict a fine or forfeit.

The Premier: One or the other must be done.

Mr. VOSPER: The warden at the present time was not bound to recommend a lease for forfeiture, and therefore he

need not recommend a fine or forfeiture under this clause.

THE ATTORNEY GENERAL: It would not be wise to use the word "may."

MR. VOSPER: According to the reading of the clause, the warden was not bound to fine or forfeiture. The word "shall" as used in this clause, did not seem to make it mandatory at all. It presupposed that the case was one liable to forfeiture, but the Government could inflict a fine instead. If the Government decided, after receiving the warden's recommendation not to forfeit, then the fine need not be inflicted.

THE ATTORNEY GENERAL: If it was doubtful, we should cure the ambiguity.

MR. VOSPER: Nothing of an ambiguous character should go into this Bill, but this clause provided a means by which a person could escape from a lawful contract made with the State. A man should not be allowed to break his contract because he was poor. It was nonsense to try and shield a working man from carrying out his lawful obligation. A man who did not work his lease was to be called a *bona fide* prospector, according to the Minister.

THE MINISTER OF MINES: In the instance which he had given, the man had worked his lease for three years.

MR. VOSPER: The Minister had decided that this man had run the risk of forfeiture, and we had heard lawyers in this House say that, if a man chose to sleep on his rights, he must abide the consequences.

THE ATTORNEY GENERAL: The man had been ill, in the case cited.

MR. VOSPER: According to the statemen made by the Minister of Mines, the man had already received six months' exemption. He went away, then became sick, and did not intimate to the authorities that he was sick. In a case of that kind, the Minister did well in not exercising the right of forfeiture; and, under this clause, the Minister could do the same. To allow the clause to go without amendment would be rendering the labour conditions null and void. The Committee might just as well take the responsibility of excising the labour conditions altogether. This clause provided the means for handing over the fee-simple of the land to those capitalists who had already shirked their obligations.

THE MINISTER OF MINES: The colony of New Zealand did not play fast and loose with the national estate; but the labour conditions there were as strict as anywhere else in the Australian colonies. To show that this Bill contained nothing which was not to be found in the other colonies, it was only necessary to quote the labour conditions in New Zealand, which were that for the first breach in respect to failure to work a claim, or non-employment of the required number of men, the claim or any part thereof, or any share or interest therein, might be declared to be forfeited, or else might be awarded to the applicant; or a monetary fine might be substituted for such forfeiture, not exceeding £20; or there might be imposed neither fine nor forfeiture. The law of that colony also provided that, for the second breach, the claim should be declared absolutely forfeited.

MR. VOSPER: This would be all right, if the clause in the principal Act were retained.

THE MINISTER OF MINES: The hon. member had said we were playing fast and loose with the national estate. The Government were only trying to do what was fair; and it would be a mistake to alter the clause.

MR. LEAKE supported the clause as drawn. The "poor man" argument was confusing, for when pushed too far it kept the poor man always poor. In the case of an ordinary prospector who was not a capitalist, and who failed to comply with the labour conditions or made some little slip, as in the instance mentioned by the Minister, what would the amendment of the hon. member (Mr. Vosper) amount to? That man would be penalised to the extent of 70s. per day, or £100 a month.

THE PREMIER: He would be ruined.

MR. VOSPER: Could not the fines be remitted?

MR. LEAKE: What chance would a poor man have of getting the fines remitted?

THE ATTORNEY GENERAL: Oh! "backstairs influence" could do that.

MR. LEAKE: That was the rich man's privilege. The amendment would shut

the door to the impecunious man, and prevent his getting rich.

MR. VOSPER: That would be better than having all the leases locked up and idle, for then the poor man could not even earn wages.

MR. LEAKE: Apparently the hon. member did not even want him to earn wages. There was no reason why a man who was poor to-day should not be rich to-morrow, if fortune favoured him. The man who travelled about the goldfields with his canvas-bag and his miner's right as his sole capital might, if he made a valuable find, suddenly become rich; but was he to be harassed because he was rich in a manner against which he protested when poor?

MR. VOSPER: Was there anything to justify breach of contract, whether a man was rich or poor?

MR. LEAKE: No.

MR. VOSPER: Then why try to justify it in this clause, which rendered the contract null and void?

MR. LEAKE: The clause authorised the administration to go even further than the hon. member would, if circumstances justified it. What was the use of a hard and fast penalty which could not be inflicted without absolute hardship, and which would perhaps confirm the very evil it was sought to avoid, namely, absolute forfeiture? The hon. member said there was an alternative, but in the same breath made it absolutely impossible for the person accused to perform the alternative conditions. The clause had better stand unaltered.

MR. ILLINGWORTH protested against the clause as a whole. It was a wrong departure to substitute a fine in lieu of forfeiture.

MR. A. FORREST: The fine was inflicted in Victoria—in good old Bendigo.

MR. ILLINGWORTH: As he had often told hon. members, he used Victoria for the most part as an illustration of things to be avoided, and not imitated.

THE PREMIER: Was it not in Victoria that the hon. member had gained his experience?

MR. ILLINGWORTH: When speaking of simple facts and existing things, we might perhaps quote Victoria. But coming to the clause, who would take steps to have the fine inflicted? There was no inducement for any man to do it. If a man neglected his leases, who would report the fact?

THE PREMIER: Someone who wanted it.

MR. ILLINGWORTH: But as the only result would be a fine, and not forfeiture, no one would trouble himself to complain of neglect of labour conditions, for an informant was almost certain of being prevented from getting the ground. The discretion should be left with the Minister to say whether such neglect had taken place as to lead to the forfeiture of the land. The only reason which could warrant forfeiture was that the holder had so neglected his land that it should be given to someone else to work. It should be for the Minister, not for the warden, to decline to forfeit, in cases of excusable breaches of the conditions. Surely no Minister would have forfeited a lease, in the circumstances mentioned by the Minister of Mines; but in cases of flagrant breaches of contract contained in the lease instrument, the Minister ought to forfeit, and the applicant for forfeiture should have the lease. He (Mr. Illingworth) had leases owned in the old country in respect of which money was not sent out for wages; and though he did not know who would jump them, yet if any man thought the ground good enough to work, there was an inducement for him to report the non-observance of the labour conditions. But what inducement would there be, if the only result of such complaint was a fine? By the penalty of a fine, labour covenants were to a large extent abrogated. There was not one case in twenty of legitimate neglect that would be reported to the department if the clause were retained, and that one case would only be in respect of a very good mine, when the informant would report the first offence with a view of obtaining forfeiture after the second offence had been committed. But how long would he have to wait before he had any chance of getting the ground? Months must elapse before he could jump the claim. As had been pointed out, in New Zealand, where this proviso for fine was operative, there were officers appointed by the State to see that the labour conditions were carried out and to report neglect. In such circumstances, fines would be equitable;

but this clause provided no such machinery, and, as there would be no one to report offences, it would practically kill the labour conditions. He moved, as a further amendment, that the clause be struck out.

Amendment (Mr. Vosper's) put and negatived.

MR. GREGORY: It was desirable to prevent the shepherding of leases. Large numbers of leases had been abandoned by the original holders, and great difficulty was experienced by other people in taking up such land. The Bill should be amended so as to make the forfeiture of abandoned leases compulsory. He moved, as an amendment, that the following words be added to the clause: "Provided that should it be proved to the satisfaction of the Minister that the labour conditions have not been complied with for a period of two months, forfeiture shall be compulsory." He did not think there were many special cases where a lease would be abandoned for a period of two months, after exemption had been granted. He knew a case where a man applied for exemption for six months, and he was under the impression it was granted, but he (Mr. Gregory) believed that only four months' exemption was allowed. There had been some bother about the lease not having been very satisfactorily worked. Some of the parties desired to lose their interest, whilst one man was very anxious to keep on, being under the impression that six months' exemption had been granted. One of the parties, who applied for exemption, had received notice, and, as he was desirous of forfeiting his interest, he neglected to inform the other parties that the Minister only agreed to give four months' exemption. There were many cases like that. If mates disagreed on the fields, it might be possible for a lease to be left unworked for a month or six weeks without some of the partners being aware that the lease should be worked. If a lease were left unworked for a longer period than two months it would be absolute proof that it had been abandoned.

MR. LEAKE: There was no necessity for this amendment, for if the mover would read the early part of section 45 of the Act, he would see it was all contemplated. Although the word "abandonment" was not used, abandonment would be a good cause for forfeiture; and if anybody could come and prove that leases were abandoned, they would be forfeited without any trouble. The difficulty we might find ourselves landed in would be as to what was abandonment.

MR. GREGORY: The idea he had was to endeavour to obtain an expression of opinion from the Minister with regard to what he considered abandonment, and he thought the Minister fairly well agreed with him in the matter. In gross cases, such as those in which the labour conditions had not been complied with for a period of six weeks or two months, the Minister would not inflict a fine, unless the case was one of great neglect. The matter should be left almost wholly to the discretion of the Minister. He wanted men to be aware, before they came to apply for the forfeiture of a lease, that forfeiture would be granted if they could prove the labour conditions had not been complied with for some considerable time. He had known many cases where labour conditions had not been complied with for months; yet if the owner knew that someone was going to apply for his lease, he might put a man on for a day or two. With the permission of the Committee, he would withdraw his amendment.

Amendment, by leave, withdrawn.

THE MINISTER OF MINES: It was never intended to exercise the right of fine, unless in most exceptional cases. Certainly, if a lease remained unworked for two months, the right of fine ought not, in his opinion, to be exercised. The object was only to give discretionary power in cases where it was a great hardship to forfeit leases, or where the Minister considered there were not sufficient grounds for exercising such right, or where it was thought it would be better to inflict a fine.

Clause put and passed.

MR. ILLINGWORTH: Would not the Chairman accept his amendment.

THE CHAIRMAN: What was it?

MR. ILLINGWORTH: That the clause be struck out.

THE PREMIER: It was struck in, now.

A MEMBER: Let it be put again.

Clause put again.

Question—that the clause stand as printed—put, and a division being called

for, it was taken with the following result:—

Ayes	...	...	24
Noes	...	...	2
Majority for	...	...	22

Ayes.	*Noes*
Mr. Conolly	Mr. Illingworth
Mr. Ewing	Mr. Vosper (Teller)
Sir John Forrest	
Mr. A. Forrest	
Mr. Gregory	
Mr. Higham	
Mr. Holmes	
Mr. Hubble	
Mr. Kenny	
Mr. Kingsmill	
Mr. Leake	
Mr. Piesse	
Mr Monger	
Mr. Morgans	
Mr. Pennefather	
Mr. Phillips	
Mr. Lefroy	
Mr. Solomon	
Sir J. G. Lee Steere	
Mr. Throssell	
Hon. H. W. Venn	
Mr. Wilson	
Mr. Wood	
Mr. Hall	
Teller	

Clause thus passed.

Clause 15—Permission to erect churches, etc.:

THE MINISTER OF MINES moved, as an amendment, that the word "mechanics," in line 2, be struck out, and "miners" inserted in lieu thereof, so as to read "miners' institute."

MR. LEAKE: Why not merely strike out the word "mechanics"?

THE PREMIER: Why not use the word "school"?

THE MINISTER OF MINES: "Miners" sounded well in this Bill, in his opinion. "Institute" sounded like a poorhouse, or something of that sort.

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

Clauses 16 to 18, inclusive—agreed to.

Clause 19—Proof of notice in *Gazette*, by telegraph:

MR. WALTER JAMES moved, as an amendment, that in line 4 the word "setting" be struck out, and "purporting to set" be inserted in lieu thereof. The latter, he said, were the usual words in such cases.

Put and passed, and the clause as amended agreed to.

Clause 20—Register of buyers of and dealers in gold, and records of sales and purchases:

MR. VOSPER: There was an amendment on the Notice Paper in his name, to add a sub-clause providing that the returns of gold obtained by battery or other apparatus should be furnished monthly; but he did not intend to move it. Before finally disappearing from this debate, he might say that the Bill had certainly been debated fairly; but, so far as all practical results were concerned, the Committee might just as well not have debated it at all. Debate in Parliament was an absolute farce. Those who knew anything about the subject had made up their minds, and those who did not know anything about it were voting blindly, at the behests of their chiefs.

THE PREMIER: The hon. member should not make unpleasant remarks.

MR. VOSPER: The last remark he would make, in regard to this Bill, was that not twelve months would elapse before hon. members would have cause to be sorry the Bill had passed.

THE PREMIER: What did the hon. member object to?

MR. VOSPER: The Bill was unworkable, unsatisfactory, and unjust.

THE PREMIER: Which part?

MR. VOSPER: The number of the unemployed would increase, and the state of general dissatisfaction would be worse, as a result of this Bill; and some hon. members would have cause to regret the share they had taken in forcing it through the House.

THE PREMIER: The hon. member had done a lot himself.

MR. VOSPER said he had done a lot to stop the Bill being forced through the House; but this was his final protest.

MR. GREGORY: It was necessary there should be reliable returns from the goldfields, and it was to be regretted the member for North-East Coolgardie had, in a moment of pique, withdrawn. If that hon. member did not proceed with the amendment of which he had given notice, he (Mr. Gregory) would move it.

MR. VOSPER: The hon. member might have a chance of carrying the amendment through, where he (Mr. Vosper) had not.

MR. GREGORY moved, as an amendment, that the following be added as a sub-clause:—

And every owner or manager of a battery or other apparatus for the extraction of gold from earth or ore shall furnish the Department monthly with a return setting forth the amount of stone or earth treated by him during the previous month, together with full particulars of the amount of gold extracted therefrom, with such other particulars as may be prescribed by the regulations.

THE MINISTER OF MINES suggested that the word "Mines" should come in before "department."

Amendment altered accordingly.

THE PREMIER: What was the penalty?

THE MINISTER OF MINES: Sub-clause 6 gave the penalty, as not exceeding £50.

MR. JAMES: Sub-clause 6 would have to be modified to meet this case.

THE MINISTER OF MINES: Sub-clause 6 provided that "every seller or dealer for every breach or non-observance of this section shall be liable on conviction, to a fine not exceeding £50."

MR. LEAKE: Strike out the words "seller or dealer" and insert "person."

THE MINISTER OF MINES: That would meet the case.

MR. KINGSMILL: The returns which had to be made were already too numerous, and, moreover, the returns which this sub-clause asked for were already furnished quarterly under the Act. The holder of a lease, and the holder of a machinery area had to send in these returns, which were drawn out probably by persons who knew absolutely nothing about the subject. The form was utterly ridiculous, and to increase the inquisitorial returns was preposterous.

MR. JAMES: A golden rule for members to observe was that, if they found any proposal under this Bill approved by the member for Coolgardie (Mr. Morgans), to vote against it. For himself, he was thoroughly satisfied to support the proposed sub-clause, after hearing the opposition of the member for Coolgardie.

MR. MORGANS: No opposition had been offered by him to the clause.

MR. JAMES: The hon. member had approved of the sub-clause.

MR. MORGANS denied that he had said anything about the new sub-clause; and, in order to put the member for East Perth (Mr. James) right, he had now much pleasure in stating that he would give his vote in support of the proposal.

MR. JAMES: It was gratifying to find that his observations had secured the vote of the member for Coolgardie, who, when the member for Pilbarra (Mr. Kingsmill) was speaking distinctly said "hear, hear."

MR. MORGANS: It could not be denied that he said "hear, hear," when the member for Pilbarra was speaking. But after the kindly remarks of the member for East Perth, he (Mr. Morgans) wished to return good for evil, and would vote for the new sub-clause. He hoped the hon. member for East Perth would act on a like principle, later on, when some other clauses in the Bill were being discussed.

THE MINISTER OF MINES: The new sub-clause was a good one, and the member for North-East Coolgardie had introduced some most useful amendments in the course of the debate. At present, it was provided in the regulations that the holder of a lease should, within 14 days after a crushing, make a return to the Mines Department; but that did not apply to batteries that were not on gold-mining leases. Another thing he did not like in the regulations was the provision that a lease might be forfeited if these returns were not sent in. When it had been distinctly provided in the Act that a fine should be inflicted for a breach of these conditions, it would be impossible to put in force the penalty of forfeiture in the regulations.

MR. KINGSMILL: It was to be regretted that the Minister said returns had to be furnished only by the leaseholder. By regulation 45, it was provided that every holder of a machinery area should furnish the warden with a quarterly statement in the terms of schedule 11. He (Mr. Kingsmill) again protested against any extension of the inquisitorial system, which put people to sufficient trouble already. The form which the holder of a machinery area had to fill up was cumbersome and absolutely useless.

Amendment put and passed.

THE MINISTER OF MINES moved further amendments, making the clause read: "Every person shall be liable, on conviction, for every breach or non-observance of this section, to a fine not exceeding fifty pounds."

Put and passed, and the clause as amended agreed to.

Clause 21—Saving of existing right:

MR. MORAN moved, as an amendment, that after the word "liability," in line 2, "lawfully" be inserted.

THE ATTORNEY GENERAL: That was implied, for that which was existing must be lawfully existing.

MR. MORAN said he simply wished to get the opinion of the Attorney General. He would withdraw his amendment.

Amendment, by leave, withdrawn.

Clause put and passed.

New Clause:

THE MINISTER OF MINES moved that the following be added to the Bill, to stand as clause 22:—

Notwithstanding the provisions of section 35 of the principal Act, it shall be lawful for the Minister, with the approval of the Governor, and subject to the regulations, to grant special leases of Crown lands for gold mining when the Minister, after report by the warden, shall be satisfied that special difficulties for mining thereon exist, either by reason of the poverty of the ground applied for, its great depth, wetness, costliness of the appliances required for its development, the Governor may prescribe the terms of any such lease, and the form of area of the ground to be demised, the amount of rent to be paid, and any covenants, conditions, reservations and exceptions to be contained in the lease.

There was a clause identical with this in the New Zealand Act and in the Victorian Act.

MR. ILLINGWORTH: That would cover deep alluvial.

THE MINISTER OF MINES: It would enable the Governor to deal with applications for hydraulic mining, and other classes of mining where the expenses were very great, in the first instance, for machinery. Leases of this nature were issued in New Zealand and Victoria, and very largely in the United States of America, and it was a provision that was very much approved of. There was a lot of abandoned alluvial ground in this country which the dry blowers had been over, and this ground would be taken up if sufficient area were granted to enable persons to put machinery on the land to deal with the alluvial.

MR. ILLINGWORTH: Sluicing.

THE MINISTER OF MINES: Yes; it would be useful to have a provision of this kind. A number of persons had approached him in reference to this matter, but he had not been able to grant leases for this purpose, because he had no power to do so. People had pointed out to him that this was the law in Victoria, and they were surprised that they could not take up land here under similar conditions. People should have an opportunity of availing themselves of conditions such as these, and we should offer every inducement to people to develop the land.

MR. MORAN: The action of the Minister in introducing the new clause was highly commendable. He (Mr. Moran) was in receipt of a numerously signed requisition from Kalgoorlie, requesting him to introduce a similar proviso, which he had refrained from doing lest it should retard the progress of the Bill. It was of the utmost importance to permit of leases for deep alluvial. The Government Geologist, in his report on Kalgoorlie, stated that the whole of the country from the Boulder round the Ivanhoe Venture, and for seven miles onward towards the lake, contained the same lead or supposed lead of alluvial ground. The alluvial digger, up to date, had not seen fit to sink any shafts on this land, nor would he ever do so until the leaseholder went there, and found the gold. Then the digger was perfectly willing to remove the gold for nothing. If such land were granted under leases, say, of five acres, or up to any extent, according to the poverty of the ground, its wetness, and the difficulty of working, and for the ordinary period—twenty-one years, and at the ordinary fee of £1 per acre, there were large sums of money available for working it. Leases of unpayable and deep alluvial must be worked under special conditions, as in Victoria and New South Wales. There was already a certain power to grant deep alluvial leases under ordinary conditions.

THE MINISTER OF MINES: But only up to 24 acres.

MR. MORAN: But two or three leases could be amalgamated. Forty acres was the ordinary lease area in Victoria. It

was of great importance to lease out old and abandoned surveys and workings, for it might be possible, with a head of artesian water, to sluice such ground. Under the new clause, surface workings could be let as well as the supposed alluvial ground around Kalgoorlie, Bulong, and other centres, where the 24-acre lease would be of no use. If no objections were lodged, and the applicant pegged out in the ordinary way, he might be given 1,000 acres.

MR. LEAKE: Tie up the whole country.

MR. MORAN: At all events, there would be no objection to giving 100 acres. Let it be done by the warden in open court.

MR. LEAKE: The passage of this clause would practically repeal all that had been done, or would at least give power to the Minister to wholly abrogate the clauses relating to leases. Adequate power in this direction was already given by section 33 of the principal Act.

MR. MORAN: No:

MR. LEAKE: The power given there was not precisely similar to the proposed new clause, but provided that alluvial land might be leased, if suitable for leasing, on account of its great depth, or excessive wetness, or costliness of the appliances required for its profitable development, or which, for very special reasons ought not to be exempted from lease. It was nearly the same power. The hon. member (Mr. Moran) said there should be power to give leases up to 100 acres.

MR. ILLINGWORTH: Ninety-six acres could be leased now.

MR. LEAKE: Precisely; by the clause providing for amalgamation.

THE MINISTER OF MINES: But such land was not worth £1 an acre.

MR. LEAKE: £1 an acre was not too much for payable ground. As leases could be amalgamated up to ninety-six acres, the new clause was unnecessary, and the only difference was that it enabled the Government to avoid the labour conditions. The clause contained no limit as to area, and merely spoke of the form of area, meaning, presumably, that the boundary, instead of being a parallelogram, might be a triangle or a circle.

MR. MORAN: That might be necessary.

MR. LEAKE: That showed there was not much in it; but the clause, as drafted, was worthless if passed, because by other clauses the lease was limited to an area of 25 acres.

THE MINISTER OF MINES: But the new clause provided that it should have effect, notwithstanding any other provision in the Bill.

MR. LEAKE: Yes; but it did not say there was no limit as to area.

THE MINISTER OF MINES: Certainly. Any area could be granted.

MR. LEAKE: If the Minister would read the clause and the amendments, he would perceive there was nothing which enabled him to give an unlimited area. At all events it was open to doubt whether this could be done. Why should it be placed in the power of the warden to override other clauses relating to leases?

MR. MORAN: The provision obtained in every other colony.

MR. LEAKE: But it was not suited to this colony. Already a man could obtain a lease of 96 acres. How much further was it desired to go? Under the new clause a lease could be granted for a peppercorn rent, and if it were passed, there would be no applications for ordinary leases. Everyone would want a special lease.

THE MINISTER OF MINES: But they would not get it.

MR. LEAKE: Everyone could not be trusted. The present Administration would not always be in power.

THE MINISTER OF MINES: The hon. member's Administration would doubtless exercise its privileges rightly, properly, and to the satisfaction of the country.

MR. LEAKE: No doubt it would; but even his own Administration would not last for ever.

THE MINISTER OF MINES: Then it would be for the following one to do likewise.

MR. LEAKE: The clause had evidently been cribbed from the Land Bill, or from the old Land Regulations.

THE MINISTER OF MINES: It was taken from the New Zealand mining regulations.

MR. LEAKE said he would oppose the clause.

MR. GREGORY: It was not fair that such an important clause should be sprung upon the Committee without notice. It was of great length, and there might be more in it than appeared.

Notice of it should be given, and it could be brought up at the recommittal stage. He hoped it would be withdrawn for the present.

THE MINISTER OF MINES: If the Committee desired it, the clause would be withdrawn altogether.

MR. MORGANS: On every goldfield, and especially on our Eastern goldfields, would be found large tracts of country which had been worked over half-a-dozen times by the dry-blower and the alluvial miner. That ground still contained gold.

MR. VOSPER: And the dry-blower was still on it.

MR. MORAN: Very few of them.

MR. MORGANS: Blight Flat, near Coolgardie, was a case in point. He had seen no dry-blowers there for a long time. There were many instances of alluvial ground which could not be profitably worked, except by sluicing. The clause provided for such cases. With a good supply of water, it was possible, under favourable conditions, to make 5 pennyweights of gold in a cubic yard pay handsomely; but by no other process could this be done.

MR. VOSPER: That was by the hydraulic ram process?

MR. MORGANS: There were various kinds of machinery by which ground containing ½dwt. or 1dwt. to the ton could be worked to advantage. Therefore if the member for Albany could see some way of re-modelling the clause so that it should not interfere with other parts of the Bill, and of the principal Act, dealing with leases, the passage of the clause would be very beneficial.

MR. LEAKE: There would be no attempt on his part to try to remodel the clause. The clause was, in his opinion, absolutely bad, and if it were adopted it would imperil the passage of the Bill.

THE PREMIER: The clause need not be pressed, although, if we had not agreed to the amalgamation, there would have been great force in it. He himself knew cases where this clause would apply with great advantage; but we had got over the difficulty by allowing amalgamation.

MR. MORAN: Why was £1 an acre charged?

THE PREMIER: As to the £1 an acre, he thought nothing of it. Cases of the kind under consideration could only be dealt with by people who had a large amount of capital, and he did not think £96 a year would be any consideration worth speaking of in such a venture. The clause had better be withdrawn.

MR. MORAN: If it were withdrawn, he hoped it would be brought up next year in an amending Bill. The clause was absolutely necessary in any mining laws in the world, and it existed in all the other Australian colonies. The same power ought to exist here, and there was more necessity for it in Western Australia than in any other colony. There was no danger in the thing. It was not wise to be always smelling difficulties and foreshadowing trouble and danger from allowing capital to go to work. We ought to let private enterprise in on any terms, provided we had a hold in regard to area and labour conditions.

THE MINISTER OF MINES: The clause was sound in its principle in every possible way; but he was sorry that members had not had sufficient time to think over it, and he did not desire to press it. Still, he wished to state that it existed in all the other countries in Australia. We had consolidation up to 150 acres. The member for Albany (Mr. Leake) seemed to condemn this clause, speaking of it as absurd and unworkable; but he (the Minister) repeated that it existed everywhere else, and it was not absurd and unworkable, but a sound principle. He was glad to hear gentlemen with so much experience as the member for Coolgardie (Mr. Morgans) and the member for East Coolgardie (Mr. Moran) supporting him in the matter. Not long ago a gentleman approached him with regard to a matter of this kind, telling him that in the Murchison district a lot of country was deserted that had been worked by dry-blowers; and he said, "If I can only get an area of 100 or 150 acres of this land, I can work it at a profit by means of sluicing. There will be water, and I can do it. Can I get the land?" He (the Minister) replied, "We cannot grant it." The gentleman said, "I will have to go back to Victoria. I have the money at my command, and could work the land at the present moment."

MR. MORAN: It was the same thing in Kalgoorlie. Money was waiting.

THE MINISTER OF MINES: The gentleman to whom he spoke said, "It would pay me to work land that I can get 6dwts. from." He (the Minister of Mines) was not anxious to press the matter at the present moment; but he hoped members would think over it, and that, when we had another Mines amending Bill put before us, provisions of the kind would be inserted in it. He begged to withdraw the clause.

Clause, by leave, withdrawn.

New Clause—Priority of wages:

MR. GREGORY moved that a new clause be added to the Bill, giving priority to a claim for salary or wages to the amount of £40 due to any clerk, mining manager, etc. He said the new clause would give to a workman working for a mining company a prior right for wages up to the sum of £40. His claim would have priority over any mortgage executed upon any plant on the ground, "provided that nothing in this sub-division of this Act contained shall be taken to affect the rights and priority of persons with respect to any property over which they held a mortgage, charge, or lien at the time of the passing of this Act." He thought it only right that workmen on mines should be protected as far as possible. Section 84 of the present Act only gave a workman a lien on the leasehold, and he wanted to go further than that.

MR. LEAKE: That was better, for a workman had absolute security if he had a lien. In cases of liquidation there might be no assets, and then he would get nothing.

MR. GREGORY: Cases he was dealing with were those in which were assets. In Victoria they had the same clause, the workmen being protected to the extent of £50. He hoped the Committee would approve of this proposal.

MR. MORGANS: There was no objection to protecting the miner in any possible shape or form, but it seemed to him that, under the Companies Act of 1893, every workman in the colony had ample protection. He saw no reason for introducing special legislation for the miner any more than for the carpenter, the blacksmith, or anybody else. Why was special legislation required for miners more than others? Every workman was he repeated, well protected under the Companies Act of 1893. He had a preferential claim over everything, and this proposal partook of the nature of class legislation in favour of the miner. Section 154 of the Act of 1893 provided that in the distribution of the assets of any company being wound up, there should be paid in priority of all other debts all wages or salary of any clerk or servant not exceeding £50; also to any labourer or workman not exceeding £25. Therefore the hon. member might retire this new clause, for the present.

MR. MORAN: Let not this long clause be inserted in a small amending Bill like that now before the Committee.

MR. GREGORY: There was not much chance of its being passed, and he begged to withdraw it.

New clause, by leave, withdrawn.

New Clause—Court of Appeal:

MR. LEAKE: There was a new clause relating to the Bill, which he wished to introduce. Appeal now was to a Court of Mining Appeal, and this special tribunal was made a special Court of Record there being really no advantage. His idea was that we should go straight to the Full Court. It would be necessary to repeal sections 85 and 89. The first provision would be "Sections 85 and 89 are hereby repealed;" then another provision would be, in line 5, section 86, strike out the words "the court of mining appeal" and insert "the Supreme Court in Banco"; and in sub-section 2, strike out the words after "Supreme Court," in line 4, to the proviso. In sections 87 and 88 strike out the words "Court of Mining Appeal" and insert "Supreme Court in Banco." One of the judges spoke to him about this some time ago, before the House was in session, and suggested it would be a great convenience, at any rate to the administration of justice, if power was given to go straight to the Full Court, because two judges might sit as a Full Court, whereas three judges were required to sit as a Court of Mining Appeal. It often happened that three judges were not available, and the Court of Mining Appeal might be hung up for two or three months, particularly during this time of the year, when there was a press of busi

ness. He hoped the Committee would agree to the alteration.

THE ATTORNEY GENERAL: The remarks of the member for Albany (Mr. Leake) met with his approval. What he proposed would effect a great saving of time, and, he might also add, a saving of expense to persons who might have recourse to the Supreme Court.

THE MINISTER OF MINES: Our present Act provided that the Appeal Court should hear all appeals, and that their decision should be final.

MR. MORAN: It would not be in this case.

THE MINISTER OF MINES: Would this allow an appeal to the Privy Council at all?

MR. LEAKE: Constitutionally, the appeal to the Privy Council could not be taken away. The Premier would remember that the point was fought out.

THE MINISTER OF MINES: Our Act provided, as he had said, that a decision of the Court of Appeal should be final, and that there should be no appeal to the Privy Council.

MR. LEAKE: Those words were not worth much, he was afraid. There was a debate at the Convention, which the Premier would remember.

THE MINISTER OF MINES: Notice of this amendment was given by the member for Albany before.

MR. LEAKE: It was in his (Mr. Leake's) draft Bill.

MR. MORAN: If there was to be an alteration he hoped it would be made made clear, so that there would be no doubt as to the power of appeal to the Privy Council. He did not see why persons engaged in mining should not have it as well as any other part of the community. Let us have the same law for everybody. Let there be the ordinary appeal to the Full Court with permission to go ahead.

Clause (Mr. Leake's) put and passed.

Schedules—agreed to.

Title—agreed to.

Bill reported with amendments.

ANNUAL ESTIMATES, 1898-9.

IN COMMITTEE OF SUPPLY.

MR. ILLINGWORTH, who had moved the adjournment at the last sitting, asked whether, if the first item were passed, the general debate ceased.

THE CHAIRMAN: Yes.

MR. ILLINGWORTH: Then it was most unfair.

THE PREMIER: What was unfair?

MR. ILLINGWORTH: Starting the debate on the Estimates at 10 o'clock at night.

THE PREMIER: The hon. member could move that the debate be adjourned.

MR. ILLINGWORTH moved that progress be reported.

Put and passed.

Progress reported, and leave given to sit again.

BILLS OF SALE BILL.

IN COMMITTEE.

Consideration resumed at clause 8—Attestation and registration of bill of sale:

The clause, having been debated at the last sitting, was now put and passed.

Clauses 9 and 10—agreed to.

Clause 11—Registrar shall file and register and keep "Register Book":

MR. WOOD moved that progress be reported. The member for the Ashburton (Hon. S. Burt) had a number of useful and necessary amendments to propose, but had gone away under the impression that the Estimates would come on in ordinary course, and that this Bill would not be reached.

MR. WALTER JAMES: The member for the Ashburton could move his amendments on a re-committal of the Bill.

MR. EWING: The member for the Ashburton left the House because he was not well.

MR. JAMES: The Bill could be proceeded with in Committee as far as clause 25, there being no debatable matter in the intervening clauses. The Bill was now at a stage when, if the member for the Ashburton desired to submit amendments, he must do so on re-committal.

Progress reported, and leave given to sit again.

CRIMINAL APPEAL BILL.

SECOND READING (MOVED).

MR. EWING (Swan): In rising to move the second reading of this Bill, I do not think it is necessary for me to de-

tain the House at any great length. It appears to me this Bill has been the outcome of very mature consideration both here and in other parts of the world. Many justices have expressed the opinion that a Bill of this kind is necessary, and that it is desirable in criminal cases that there should be a right of appeal. The Bill provides that in all criminal cases there shall be the right of appeal to the Full Court, and that the Full Court shall have the power of reducing the sentences and of dealing with the matter as the justice of the case demands. Before an appeal under this Act, the Bill provides that a certificate shall be obtained from the Attorney General that the case is one proper and meet for an appeal, and consequently it cannot be urged that the Bill will create a lot of unnecessary litigation, because, before an appeal is laid under the Act, a certificate of the Crown must be obtained that it is a proper case for appeal. If a man is convicted, and has good grounds for appeal in the opinion of the Attorney General, he should be allowed to go to the Court of Appeal. When we see judges and magistrates imposing sentences which, in our opinion, are very heavy, in these cases the Full Court should have the power to reduce those sentences, if they are regarded as too heavy. After providing for the right of appeal to the Full Court, the Bill chiefly provides the method of dealing with these appeals, and it provides that by way of a case stated; and then it goes on to lay down the procedure under which an appeal shall be conducted. I have much pleasure in moving the second reading of the Bill.

THE ATTORNEY GENERAL (Hon. R. W. Pennefather): I have not had an opportunity of reading the Bill carefully, but, in glancing through it, I should certainly say this: it is a measure far-reaching in its consequences, and, if it is intended that it shall become law, it certainly ought to be debated in a full House. It is a most important Bill, dealing, as it necessarily does, with the criminal jurisdiction of the courts. Provision is made practically giving any person convicted the right of appeal. At present the law is that any judge may, on a point of law, reserve a case for the consideration of the Full Court. I think that is ample, because, if the right of appeal is to be given on facts, then of course what value can a verdict of a jury be? If we once venture into the illimitable domain of facts, we shall set up tribunals, and we shall have certain inferences drawn from facts which can be legitimately drawn, and we shall be going into a speculation which is not warranted by precedent. I do not think we ought to go on with the second reading of this Bill. At any rate, we ought not to go beyond that stage. I commend this subject to the consideration of the hon. and learned member for Albany (Mr. Leake) that this is a novel procedure, and certainly ought not to be passed until it has been thoroughly debated. There is a provision here which is subsidiary to the principle of the Bill, giving a respite of punishment in the case of personal punishment inflicted. A delay in that case would obviously defeat the carrying out of the sentence, and would retard the proper administration of justice. I shall oppose the second reading of the Bill.

MR. EWING: If the Attorney General thinks there may be a miscarriage of justice, I would point out that a certificate must first be obtained from the Crown that an appeal is warranted.

MR. LEAKE (Albany): I have not critically examined this Bill, and all I can say is this, that there is really sufficient power given to the courts to review the judgment on a point of law, and that is as much as we want. To grant an appeal in criminal cases on facts will be doubling the business of the courts, and will render the administration of the criminal law very unsatisfactory, and, moreover, very uncertain. I must say that I do not see the necessity for this Bill. I am told that the Bill is a transcript of an Imperial statute, and one that has been approved by the British bench. How far it has worked in England I do not know. I just wish to remark this, that, in the event of a conviction before a jury, and the rehearing of that case, all sorts of difficulties would arise, and it practically means that the same set of witnesses would have to be re-examined.

MR. EWING: There would be no re-examination. The appeal would only be on a case stated by the judge.

MR. LEAKE: I am sorry I have not looked through the Bill closely. If an appeal is only to be allowed in a case stated on a point of law, we have the machinery for that under section 12 of the Supreme Court; and there is also power to review sentences. I do not think this Bill will carry the law much further than at present. Although this Bill may be read a second time, I do not pledge myself to support it through Committee.

On the motion of the PREMIER, the debate was adjourned until the next Tuesday.

ADJOURNMENT.

The House adjourned at 10.11 p.m. until the next day.

Legislative Assembly,

Friday, 7th October, 1898.

Postal Department and Reports (reply to motion)—Death of the Premier of Queensland: Reply to Message—Paper presented—Motions (2): Leave of Absence — Return: Architectural Work done outside Works Department — Motion (urgency): Licensing Act, Evasion—Streets Closure (Fremantle) Bill, third reading—Annual Estimates, 1898-9: Debate on Financial Policy, resumed and adjourned; Division on adjournment—Waterworks Act Amendment Bill, second reading—Adjournment.

The SPEAKER took the chair at 7.30 o'clock p.m.

PRAYERS.

POSTAL DEPARTMENT AND REPORTS.

THE PREMIER (Right Hon. Sir J. Forrest): In reference to a motion moved by the hon. member for the Canning, asking for certain reports by Mr. Stewart, I beg to say that no reports have been asked for from Mr. Stewart, who is at present employed temporarily in the Post Office Department, but Mr. Stewart has sent in some reports unsolicited, and it seems undesirable to lay on the table memoranda which have been unsolicited, from a junior officer of a department; but if any hon. member wishes to see the reports he can do so.

DEATH OF THE PRIME MINISTER OF QUEENSLAND.

REPLY TO MESSAGE.

THE SPEAKER: I have to inform the House that, in reply to a telegram which, by the direction of this House, I forwarded to the Legislative Assembly of Queensland, expressing the sympathy of this House with the Parliament and people of Queensland on the loss sustained by the death of Mr. Byrnes, the Prime Minister of Queensland, this morning I received the following reply from the Speaker of the Legislative Assembly of that colony:—

To the Speaker of the Legislative Assembly.—The Legislative Assembly were much gratified by my report of your telegram.—R. S. Cowley, Speaker. Parliament House, Brisbane 7th October, 1898.

PAPER PRESENTED.

By the MINISTER OF MINES: Woods and Forests Department, Addendum to annual Report.

Ordered to lie on the table.

MOTIONS: LEAVE OF ABSENCE.

On motions by the PREMIER, leave of absence for one fortnight was granted to the member for the DeGrey (Mr. Hooley) and the member for South Murchison (Mr. Rason), on the ground of urgent private business.

RETURN: ARCHITECTURAL WORK DONE OUTSIDE WORKS DEPARTMENT.

On the motion of MR. ILLINGWORTH, ordered that there be laid upon the table of the House a return showing.—1, The amount paid by the Government for architectural work done outside the Public Works Department during the last two financial years; 2, The names of the