

had compelled him to use that language. The Government had not only provided a penalty, but also in their annual Estimates had provided a gaol in which to put the offenders. The Premier was doing his duty to the country by providing an offence, providing a penalty, and providing a gaol for those whose fault was that they had not got the large means which some hon. members had who were well off. He might be told that what he was saying was all foolishness, but he did not care a button for anything of that kind. He could not see why the Attorney General would not do what he had been asked to do in the previous clause, by knocking out that provision which penalised the occupier. The owner would make any sort of a building serve for a tenement, so long as he could screw rent out of the occupier; and why should the owner evade his obligations? Persons should not be penalised for their poverty, and they might be sent to gaol under the provisions of another clause in this Bill.

HON. S. BURT: The Committee had not got to that clause yet, and the hon. member was out of order in referring to it.

MR. GEORGE: This was a proper time for examining what were the rights of property, and the rights of humanity. He wished to drive into the mind of the Premier that there was a lower stratum of society, which had to be considered.

THE PREMIER: What did the hon. member mean, by wasting the time of everyone in this way?

MR. GEORGE said his object was to get the iniquitous part of the Bill excised.

THE PREMIER: Well, move that.

MR. GEORGE said he had done that already, but the obedient majority which followed the behest of the Attorney General would not accept it. He would try to effect his object in another way. If the owner were made solely responsible for the acts contemplated in the Bill, the owner could recoup himself by the extra rent he could demand from the tenant. Therefore, where was the injustice to the owner? A great injustice might certainly be done to the tenant. More trouble had been caused by the hurry-scurry of trying to force Bills through this House, than by any other cause.

[The member for the Murray (Mr. George) continued speaking on the clause, in a general way, occupying from 10.50 till 11.28. Many interjections were made and replied to.]

THE PREMIER said: We are quite willing to report progress, if you want more time to consider the clauses.

MR. GEORGE: Then I will withdraw my proposition (for striking out the clause), and move that progress be reported.

Progress reported, and leave given to sit again.

ADJOURNMENT.

The House adjourned at 11.30 p.m. until the next day.

Legislative Council,

Wednesday, 31st August, 1898.

Question: Bulla Bulla Marsh Road—Motion: Swan River Steamers and Boats (postponed)—Fire Brigades Bill, in Committee, reported—Bankruptcy Act Amendment Bill, in Committee, reported—Customs Duties Amendment Bill, first reading—Beer Duty Bill, first reading—Jury Bill, third reading—Paper presented—Interpretation Bill, Select Committee's report—Adjournment.

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

PRAYERS.

QUESTION: BULLA BULLA MARSH ROAD.

HON. D. MCKAY asked the Colonial Secretary,—1, Whether the Government is aware that traffic is being carried on under the utmost difficulties across the Bulla Bulla Marsh, owing to the road

having been destroyed by floods. 2, If so, has the Government taken any steps to make the said road. 3, If not, does the Government intend to put the work in hand with as little delay as possible, the shipping trade being almost paralyzed owing to the fact mentioned.

THE COLONIAL SECRETARY (Hon. G. Randell) replied:—1, The Government are aware that there was difficulty in crossing the Bulla Bulla Marsh owing to partial damage to the road under construction; but repairs were sanctioned at the commencement of June last, and there has been no further report received as to there being serious difficulties in the way of traffic at present. 2, Contract was let in October last for the construction of a road across the Bulla Bulla Marsh. It was not quite completed when at the commencement of April a cyclone, which did so much damage at other parts on the North-West coast, also seriously damaged this road, and the contractor has not since gone on with the contract, notwithstanding every endeavour to induce him to do so. 3, It is the intention of the Government to push on with the completion of the road, and in the meanwhile temporary arrangements are being made to meet the requirements of the traffic.

MOTION: SWAN RIVER STEAMERS AND BOATS.

HON. H. BRIGGS, for **HON. R. S. HAYNES**, moved, That a return be laid on the table of the House, showing—1 The number of Government steamers and other boats on the Swan River and at Fremantle. 2, The cost of each steamer or boat. 3, The annual cost, including crew, repairs, etc. 4, The purposes for which the same are used. 5, The number of days a week each boat has been in use since 1st January, 1898.

THE COLONIAL SECRETARY: This return had already been furnished, in reply to a question put by Mr Briggs. As far as he knew, there were no boats on the River Swan besides those mentioned in the answer to the question put by Mr. Briggs. He asked that the motion be postponed until the next day, when Mr. Haynes might be present.

HON. H. BRIGGS moved that the motion be postponed.

HON. A. P. MATHESON: The previous return supplied only referred to Fremantle, and did not contain boats which were believed to belong to the Government, and which were on the Swan River.

Question, that the motion be postponed, put and passed.

FIRE BRIGADES BILL.

IN COMMITTEE.

On the motion of the **COLONIAL SECRETARY**, the House resolved into Committee for the consideration of the Bill.

Clauses 1 to 59, inclusive—agreed to.

Clause 60—Payment of expenses where houses and property uninsured:

HON. A. P. MATHESON: This clause would work in a very peculiar way in the country districts. Insurance companies now refused to insure wood and iron buildings, except in the case of a very few favoured individuals, and then only at almost prohibitive rates. This clause made the owner of an iron building liable to pay the expenses of the fire brigade; in fact, the clause penalised heavily the man who had a wood or iron building and was unable to insure.

THE COLONIAL SECRETARY: The clause referred to all municipalities, and, in the first instance, to the municipality of Perth.

HON. A. P. MATHESON: That was so, but there were many municipalities in the country districts, say, throughout the goldfields, where it was invariably the practice of insurance companies to refuse to insure wood and iron buildings, except, as he had said, in the case of a few favoured individuals. He happened to be one of these favoured individuals, and the insurance agents informed him that they would not take the risks from any other persons. Unless it was possible to make some provisions in the clause, insisting on insurance companies taking risks if the owners were prepared to insure, he would, in order to test the feeling of the Committee, move that the clause be struck out.

HON. W. T. LORON: It would be impossible to insist on insurance companies taking risks.

HON. A. P. MATHESON said he knew that was impossible, but why should a man be penalised who, through circumstances of his business, over which, perhaps, he had no control, was unable to insure?

THE COLONIAL SECRETARY said he believed the clause embodied what was both the practice and the law in the municipalities at the present time. A man who required the services of the brigade had to pay a rate fixed in the schedule of the municipal by-laws, and it could be easily understood that a man, whose property was saved by the fire brigade ought to contribute to the upkeep of the brigade at a proportional rate. Suppose the house on fire was contiguous to another, and the latter was endangered, then the owners of the two buildings had to pay a proportionate rate for the services of the brigade. It was not right that all the ratepayers in a municipality should pay for a private individual's losses and it would be impossible to make the insurance companies accept the risks.

HON. A. P. MATHESON said he knew that it would be impossible to compel insurance companies to take risks, and he had not suggested they should be compelled.

THE COLONIAL SECRETARY: The clause seemed to be equitable in operation. If there was a fire brigade, it was necessary the expenses should be paid, and the Bill very fairly provided that the cost should be distributed amongst the municipalities, the insurance companies, and the Government; and a private person, who was for any reason not insured, should also contribute a portion of these expenses.

HON. A. P. MATHESON said he did not even now see why a person who could not insure should have to pay a contribution towards the brigade, while the person who had insured was excused.

THE COLONIAL SECRETARY: In the latter case the insurance company paid.

HON. A. P. MATHESON said he could see no provision in the Bill for insurance companies paying a contribution in cases of fire on insured premises. Every person, whether insured or not, contributed to the rates, so that, as a matter of fact, the ratepayer was already taxed for the services of the firemen.

HON. H. G. PARSONS said that as a goldfields member of longer experience than Mr. Matheson, he felt that that hon. member was exaggerating the difficulty in insuring wood or iron buildings or any other buildings, on the goldfields. Only on the previous day he himself had had

an offer from an insurance company in Perth to insure a wood and iron building on the fields for £1,000. Mr. Matheson's contention seemed to be that he was the only person on the fields whose property the companies would insure.

HON. A. P. MATHESON said he had never advanced such a contention. What he had said was that there were a few favoured individuals who could effect insurance, among whom doubtless was Mr. Parsons.

HON. H. G. PARSONS: It was the simplest thing in the world to get insured, though heavy rates had to be paid. Speaking as an ex-mayor, who had had a great deal to do with this matter, he regarded it as only fair that the insurance companies should bear a proportion of the cost, and uninsured people should certainly be compelled to contribute in case of fire. He regarded the clause as excellent and equitable.

Clause put and passed.

Clauses 61 to 75, inclusive—agreed to.

Schedule—agreed to.

Preamble and title—agreed to.

Bill reported without amendment, and report adopted.

BANKRUPTCY ACT AMENDMENT BILL. IN COMMITTEE.

On the motion of the Hon. F. WHITCOMBE, the House resolved into Committee to consider the Bill.

Clause 1—agreed to.

Clause 2—Commencement:

HON. F. WHITCOMBE moved, as an amendment, that in line 1 the word "March" be struck out, and the word "November" inserted in lieu thereof.

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

Clause 3—Definition:

HON. F. WHITCOMBE moved, as an amendment, that in paragraph 2, line 5, the word "five" be struck out, and the word "ten" inserted in lieu thereof.

Put and passed.

HON. F. WHITCOMBE moved, as a further amendment, that in paragraph 3, line 3, between the words "present" and "and," the words "personally, by attorney, or by proxy at a meeting of creditors," be inserted.

Put and passed.

HON. F. WHITCOMBE moved, as a further amendment, that in paragraph 3, line 4, the word "five" be struck out, and the word "ten" inserted in lieu thereof.

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

Clause 4—Meeting of creditors:

HON. F. WHITCOMBE moved, as an amendment, that in line 2, after "solicitors" the words "or agent" be struck out. He had been asked by a member of the Select Committee to move this amendment.

HON. W. T. LOTON: It would not be desirable to strike out these words. The clause provided for a preliminary meeting of creditors at which the debtor would have to produce a statement showing approximately his position. A solicitor above all persons should not prepare this statement. It should be prepared by some one conversant with business matters.

HON. F. T. CROWDER, in opposing the amendment, said that the preparation of a statement of affairs was purely an accountant's work. A debtor first called a meeting of his creditors by notice, then he took stock and prepared an account as to the valuation of his stock and of the book debts, which were set down as good, bad, or doubtful. A solicitor was not the person to do this work. He would not know whether a debt was good, bad, or doubtful, and he would know nothing as to the value of the stock.

HON. C. E. DEMPSTER said he objected to the words "or agents" being struck out, as it would place a creditor who lived some distance away in the hands of a solicitor, which was very undesirable.

Amendment put and negatived.

HON. F. WHITCOMBE moved, as an amendment, that in line 6, the words "conduct their business at their head office" be struck out, and the words "reside or carrying on business, have their head office in the colony. Notice of such meeting shall also within the like time be published in the *Government Gazette*, and in at least one newspaper circulating in the district," be inserted in lieu thereof.

HON. J. W. HACKETT: The difficulty in regard to this clause was that the meeting had to be held where the head office of a majority in value of the creditors was.

The only place that the meeting could be held at was where the majority of the creditors had their place of business. He had known places where it would be impossible to get a majority in value in any one place, therefore no meeting could be held.

HON. R. S. HAYNES: This clause had been in the South Australian Act for a number of years. By sub-clause 7 of clause 6, it was left to the chairman to decide whether the meeting was held at the most convenient time and proper place. If the chairman held that the place of meeting was right, there could be no appeal from his decision. The Bill had been very carefully discussed by members of the Select Committee.

HON. J. W. HACKETT: Mr. S. J. Haynes had pointed out many difficulties in the working of the Act in South Australia. The only colony that had experience of this law was South Australia and he asked hon. members not to forget that South Australia consisted of practically one town, and members in discussing the Bill must not suppose that Western Australia consisted of one town also.

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

Clause 5—Stay of proceedings:

HON. F. WHITCOMBE moved, as an amendment, in sub-clause 2, line 4, the word "ten" be struck out and "twenty one" inserted in lieu thereof.

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

Clause 6—Provisions as to creditors meeting:

HON. F. WHITCOMBE moved, as an amendment, that in sub-clause 1, line 1 between "number" and "of" the word "and value" be inserted; also, in sub-clause 8, line 2, the words "and place" be struck out.

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

Clause 7—Meeting may resolve to accept composition or scheme of arrangement:

HON. F. WHITCOMBE moved, as an amendment, that in sub-clause 1, line 5 the word "seventeen" be struck out and "seven" be inserted in lieu thereof; also that in sub-clause 2, line 1, the word "seven" be struck out and "five" inserted in lieu thereof.

Amendments put and passed.

HON. F. WHITCOMBE moved, as a further amendment, that in sub-clause 4, line 1, the word "fourteen" be struck out and "seven" inserted in lieu thereof.

HON. W. T. LOTON: That did not give sufficient time for the matter to be considered.

HON. F. WHITCOMBE: One of the objects of the Bill was to shorten the time as much as possible and to enable estates to be wound up as quickly as possible. Any creditor knew after the second meeting or after the filing of accounts he had seven days in which to consider the scheme.

Amendment put and passed.

HON. F. WHITCOMBE moved, as amendments, that in sub-clause 4, line 4, the words "twenty-one" be struck out and "fourteen" inserted in lieu thereof; also that the following words be added at the end of sub-clause 4, "and one newspaper circulating in the district where the business of the debtor has been carried on, or where he resides, as well as one daily metropolitan newspaper"; also that in sub-clause 5, line 3, between the words "scheme" and "by," the words "giving the grounds of objection" be inserted; also that in sub-clause 9, line 4, the words "obtained by" be struck out and "applied for" be inserted in lieu thereof; also in sub-clause 9, line 5, the word "ten" be struck out and "seven" inserted in lieu thereof.

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

Clause 8—Creditors may resolve that debtor may execute a deed of assignment:

HON. F. WHITCOMBE moved, as an amendment, that in line 2 the words "this part of" be struck out.

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

Clause 9—agreed to.

Clause 10—Chairman may grant warrant to seize debtor's personal estate:

HON. F. WHITCOMBE moved, as an amendment, that in line 2, after "time" the words "after the same shall have been issued" be inserted.

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

Clause 11—Debtor may convey to trustee:

HON. F. WHITCOMBE moved, as an amendment, that in lines 1 and 2 the words "may, within seven days of the passing of such resolution" be struck out, and the words "shall upon the passing of such resolution forthwith" be inserted in lieu thereof; also that the following words be added at the end of the clause, "In default of his so doing, the court may order him to be imprisoned for any term not exceeding three months."

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

Clause 12—Provisions relating to deed:

HON. F. WHITCOMBE moved, as amendments, that in sub-clause 2, lines 8 and 9, the words "and other like necessities" be struck out; also, in line 10, the word "thirty" be struck out and "twenty" inserted in lieu thereof; also, in sub-clause 6, lines 6 and 7, the words "wherein the certificate of the last-mentioned resolution was filed" be struck out, and the words "and to the Official Receiver" inserted in lieu thereof; also, in sub-clause 7, line 3, the word "five" be struck out and "ten" inserted in lieu thereof; also, in sub-clause 9, line 3, the word "ten" be struck out and "twenty-one" inserted in lieu thereof; also, in sub-clause 9, line 5, the word "six" be struck out and "three" inserted in lieu thereof, also, in sub-clause 11, line 3, between "authorised" and "may" the words "in writing" be inserted.

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

Clauses 13 to 16, inclusive—agreed to.

Clause 17—On production of protection order, debtor to be discharged:

HON. F. WHITCOMBE moved, as amendments, that in lines 3 and 5, between the words "protection" and "to" the word "order" be inserted; and also that, in the last line, all the words after "costs" be struck out, and the words "summarily in the name of the debtor before any two justices of the peace" inserted in lieu thereof.

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

Clauses 18 to 22, inclusive—agreed to.

Clause 23—Trustee or creditor may cause debtor to be examined in Court:

HON. F. WHITCOMBE moved, as an amendment, that in line 3 the word

"three" be struck out, and "four" inserted in lieu thereof.

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

Clause 24—Debtor or creditor may cause trustee to be examined in Court:

HON. F. WHITCOMBE moved, as an amendment, that in line 3, between the words "dealing" and "with," the words "or improperly carrying out his duties in connection" be inserted.

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

Clause 25—agreed to.

Clause 26—Trustee shall pay moneys, etc.:

HON. F. WHITCOMBE moved, as amendments, that in sub-clause (1), line 7, the word "last" be struck out, and the word "public" inserted in lieu thereof; also that in sub-clause (3), line 1, after the word "months" the words "if ordered by the court" be inserted; also, that in sub-clause (3), line 6, between the words "made" and "or" the words "(which shall be audited by the Auditor General)" be inserted; also that at the end of sub-clause (3), the following words be added, "where the business of the debtor has been carried on and where he resides, as well as in one daily metropolitan newspaper;" also, that in sub-clause (5), line 4, the words "any creditor" be struck out, and the words "not less than three creditors" inserted in lieu thereof; also, that in sub-clause (5), paragraph 4, the words "any creditor" be struck out, and the words "such creditors" inserted in lieu thereof; also that sub-clause (8) be struck out, and the following inserted in lieu thereof:—"He shall, at least one month before the final winding up of the estate, which shall not be later than twelve months from the date of the deed, unless by leave of the court, cause notice to be given, by letter through a post office, to each person appearing to be a creditor who shall not have assented to the deed, stating the amount of the dividend appearing due to him, and that unless he shall assent to the deed and claim the said dividend within one month from the posting of such notice, if resident in the colony, he shall be excluded from all benefit of the said dividend, and the trustee shall afterwards cause the amount of the said dividend to be divided amongst the

remaining creditors: Provided that, if there shall be any creditor residing beyond the jurisdiction of the court, such notice shall be given not less than four months before the final winding up of the estate;" also that in sub-clause (9), line 2, the word "one" be struck out, and the word "the" inserted in lieu thereof.

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

Clause 27—Court may declare deed void:

HON. F. WHITCOMBE moved, as amendments, that in line 1, the word "six" be struck out, and "four" inserted in lieu thereof; also, that the following words be added to the clause, and thereupon the debtor shall be declared a bankrupt by the Court."

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

Clause 28—Deed void only if adjudication obtained within ten days:

HON. F. WHITCOMBE moved that the clause be struck out.

Put and passed, and the clause struck out.

Clause 29—Trustee not to realise within ten days of debtor's execution:

HON. F. WHITCOMBE moved that the clause be struck out.

Put and passed, and the clause struck out.

Clauses 30 to 32, inclusive—agreed to.

Clause 33—Power of appointment and removal of trustee:

HON. F. WHITCOMBE moved, as an amendment, that in line 10, between the words "liabilities" and "if" the word "as" be inserted.

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

Clause 34—Deed *prima facie* evidence of execution and attestation:

HON. F. WHITCOMBE moved, as an amendment, that in line 2, the words "and be" be struck out, and the word "and" inserted in lieu thereof.

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

Clause 35—Court may grant certificate of validity of deed:

HON. F. WHITCOMBE moved, as an amendment, that in line 6, the word "last" be struck out, and the word "public" inserted in lieu thereof.

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

Clause 36—Remuneration of trustee :

HON. F. WHITCOMBE moved, as an amendment, that the following words be added at the end of the clause : "not exceeding ten per centum on book debts collected, and five per centum on other assets realised."

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

Clause 37—Persons to whom dividends to be paid :

HON. F. WHITCOMBE moved, as an amendment, that, in line 6, all the words after "of" be struck out, and the following words inserted in lieu thereof, "the intention of the trustee to pay such dividend in the *Government Gazette*, and one newspaper circulating in the district where the debtor has been carrying on business or residing, and one daily metropolitan newspaper."

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

Clause 38—Enforcing payment of dividend :

HON. F. WHITCOMBE moved, as an amendment, that the following words be added to the clause, "to be paid by the trustee."

HON. R. S. HAYNES said he did not know whether the amendment was necessary. Suppose an application were made to the court to pay a dividend, and the application dismissed? It would be just as well to let the clause remain as drawn, and the matter would then be left to the discretion of the court.

HON. F. WHITCOMBE said he did not press the amendment.

Amendment negatived, and the clause passed.

Clause 39—Officer seizing debtor's property to pay proceeds into court :

HON. F. WHITCOMBE moved, as an amendment, that, in line 1, the word "fourteen" be struck out, and "twenty-one" inserted in lieu thereof.

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

Clauses 40 to 42, inclusive—agreed to.

Clause 43—If at meeting of creditors special resolutions accepting composition or scheme of arrangement, or that debtor execute deed not carried, or if debtor do not execute deed :

HON. F. WHITCOMBE moved, as amendments, that, at the beginning of the clause, the following words be inserted, "Notwithstanding anything to the contrary contained in the Bankruptcy Act, 1892"; also, that in line 11, between the words "one" and "the," the words "but not otherwise" be inserted; also, that in line 13, the words "that the debtor be adjudicated bankrupt" be struck out, and the words "for a receiving order in respect to the estate of the debtor" inserted in lieu thereof.

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

Clause 44—If composition or scheme rejected or annulled by court :

HON. F. WHITCOMBE moved, as an amendment, that, in line 4, the words "adjudication of bankruptcy be obtained" be struck out, and the words "a petition for a receiving order be filed" inserted in lieu thereof.

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

Clause 45—Declaration by court that deed under this Act :

HON. F. WHITCOMBE moved that the clause be struck out.

Put and passed, and the clause struck out.

Clauses 46 to 51, inclusive—agreed to.

Clause 52—Not to sell estate to pay costs :

HON. R. S. HAYNES moved, as an amendment, that in line 1, the words "or agent" be struck out. The words, he said, were out of place in that clause.

HON. F. WHITCOMBE said he had no objection to the amendment.

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

Clause 53—Solicitor's or agent's charges :

HON. R. S. HAYNES moved, as an amendment, that in line 1, the word "or agent" be struck out.

HON. F. T. CROWDER said he must oppose the striking out of the words "or agent" for the reasons he had already laid before the Committee when Mr. Haynes was not in the Chamber. An agent was not necessarily a solicitor. If an accountant, as agent, called meetings and did other necessary work, which did not come within the scope of a solicitor, there was no reason why he should not be paid.

Amendment put and negatived.

Clause 54—Persons to practise :

HON. R. S. HAYNES said he would move that progress be reported, unless the member in charge of the Bill agreed to a re-committal. In clause 4 an amendment had been made under which meetings could not be called by an agent, but must be called by the debtor or the solicitor. In clause 52 the words "or agent" had been struck out.

THE CHAIRMAN : The word "agent" was retained in clause 4. As there were now only two or three clauses to deal with, it would be better to allow the Bill to go through, and then have a re-committal.

HON. R. S. HAYNES said he believed Mr Kidson, who was originally in charge of the Bill, would rather drop the measure than go on with it if those powers had to be left to agents. The words "or agent" were introduced into the South Australian Act when legislation was directed to destroying, as far as possible, the status of a solicitor. That was done in South Australia for an unworthy reason, when a quarrel arose between two high members of the legal profession in that colony. The attempted legislation went so far as to suggest that any person should be allowed to practise as a solicitor. The result was that the Barristers' Board of Western Australia took action, and had the legislation been persisted in in South Australia, no practitioner from that colony would have been admitted to practise in this colony. The estate of the debtor required more careful handling when a meeting of creditors was about to be called, than at any other time during the progress of the proceedings. Honesty was then most required, and if "agents" got the manipulation of the estate at that time, very little would be left for the creditors. It was very well to have in one's mind one or two agents who might satisfactorily perform the duties, but it must be remembered that there would be called into existence a class of unscrupulous men who, as in South Australia, would make it their business to get proxies and fritter estates away. The Act was amended because agents were forcing through the court compositions which were practically daylight robberies. He spoke not so much for himself as for the profession to which he belonged. He had been misinformed,

because he was led to understand, when he came into the Chamber, that the words "or agent" had been struck out of clause 4, and it was under that misapprehension that he moved the omission of the words in clause 52. As the latter clause now stood, it was simply a farce.

THE COLONIAL SECRETARY : The object of the hon. member could be attained on the re-committal.

HON. R. S. HAYNES said he believed that Mr. Kidson would not desire to go further with the Bill after the amendment made in clause 4. If these agents were allowed, the legal profession would be visited with a serious wrong.

HON. F. T. CROWDER : And what was the hon. member doing to accountants?

HON. R. S. HAYNES expressed the hope that every respect would be paid to the interests of accountants, but he would not for a moment allow any person to infringe on the rights of the legal profession. The Attorney General disapproved of the words "or agent" because they would call into existence a class of people who, as in South Australia, had been the curse of the Insolvency Court.

Clause put and passed.

Clauses 55 to 57, inclusive—agreed to.

Clause 58—Amendment 55 Vic., No. 34, sec. 41 :

HON. F. WHITCOMBE moved, as an amendment, that in line 1 the word "six" be struck out, and the word "three" inserted in lieu thereof.

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

Clause 59—agreed to.

New Clause :

HON. F. WHITCOMBE moved that the following clause be added to the Bill :—

Notwithstanding anything in the Bankruptcy Act, 1892, to the contrary, no Official Receiver or other person holding office under the Government shall hereafter be entitled to charge or receive any fee or reward for instituting, conducting, or defending any proceedings at any stage thereof in any court of law, or in connection with any meeting of creditors, or proceedings thereat, or consequent thereon.

Put and passed.

Schedule—agreed to.

Preamble and title—agreed to.

Bill reported with amendments, and report adopted.

CUSTOMS DUTIES AMENDMENT BILL.

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

BEER DUTY BILL.

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

JURY BILL.

Read a third time, and *passed*.

PAPER PRESENTED.

By the COLONIAL SECRETARY: Report of enquiry held into the management of the Depot at Mount Eliza by Mr. A. S. Roe.

Ordered to lie on the table.

INTERPRETATION BILL.

SELECT COMMITTEE'S REPORT.

HON. R. S. HAYNES brought up the report of the Select Committee appointed to inquire into this Bill.

Report received. Ordered that it be taken into consideration on the next Wednesday.

ADJOURNMENT.

The House adjourned at 6.15 p.m. until the next day.

Legislative Assembly.

Wednesday, 31st August, 1898.

Motion (urgency): Ivanhoe Venture Gold-Mine Lease, Forcible Removal of Ore (negatived)—Question: Public Works, Salaries and Reductions—Question: Departmental Offices, Expenditure in Rents—Question: Workshops at Midland Junction, Cost—Question: Railway Department and Coal Supply—Question: Public Schools and Insufficient Attendance—Question: Kingsley Hall Reward Gold Mine, and Non-forfeiture—Question: Mail Service, Albany and Esperance—Duties of Customs and Excise, Revised Schedule: Resolutions adopted—Customs Duties Amendment Bill, first reading: Standing Orders Suspension, second reading and remaining stages—Beer Duty Bill, first reading and remaining stages—Motion: Leave of Absence—Return ordered: Fremantle-Kalgoorlie Railway, Receipts and Expenditure—Motion: Kingsley Hall Reward Gold Mine, Papers as to Nonforfeiture—Return ordered: Public Departments, Particulars of Liabilities—Motion: Tick in East Kimberley, Inoculation and Quarantine; Amendment moved; Division on adjournment—Motion: Orchards and Vineyards; Tax to Exterminate Pests (adjourned)—Motion: Fruit Importation, Inquiry into Restrictions (negatived)—Motion: Company Promoters and Reports by Crown Officers—Adjournment.

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

PRAYERS.

MOTION (URGENCY): IVANHOE VENTURE GOLD MINE LEASE—FORCIBLE REMOVAL OF ORE.

MR. MONGER (York): I rise to move the adjournment of the House, in order to bring certain information under the notice of the Government. Shall I be in order in speaking upon it now?

MR. SPEAKER: What is the matter the hon. member wishes to bring before the House?

MR. MONGER: I wish to bring under the notice of the Government that there appear to be serious troubles occurring in connection with the Ivanhoe Venture lease at Kalgoorlie. According to telegraphic information received in Perth to-day, I understand that some 200 men are taking away the ore that has been