

under worse conditions than the others. If the union later decided to cite them in the court, they could immediately desire to join in the agreement. He would go so far as to say if only one employer entered into an agreement with the majority of the employees, that agreement should be made a common rule. Before any fresh parties could come under an agreement they should give some reason why they did not enter originally. That was all which was asked for under this clause. If the clause was passed, employers desirous of entering into an agreement could do so instead of going to the court.

Hon. Sir E. H. WITTENOOM: Another side of the question might be given. Say a certain number of employers entered into a combination and made an arrangement to pay a certain amount to their employees and there were three or four who stood out because they could get men to work for lower wages than the arrangement with the larger number, then as the wages went up they naturally expressed a desire to come in. The unionists would say, "No, we will not allow them in. We have five or six of you outside, and unless you give higher wages you cannot come in." They would force a higher rate of wages to be paid to the expiration of the term, and then they would say to the large number of unions, "You have to pay the same as these people." The best thing that could be done would be to take out these words and say no more about it.

Hon. W. PATRICK: There was nothing wrong with the clause as it stood. If a number of employers entered into an agreement, that was a matter between themselves, and if others after the agreement had been in force for some time wanted to come in because it would be to their advantage to do so, it was only fair that the original parties should have some say as to whether they could get in or not.

Hon. D. G. GAWLER: If the Minister took the New Zealand Act of 1908 he would find that these words were not in it.

Hon. J. E. DODD: I do not know whether it has been amended since then.

Hon. D. G. GAWLER: The clause could well be allowed to stand over for further consideration. At any rate he could not see why the consent should be required of the parties to the original agreement.

Hon. Sir E. H. WITTENOOM: Would it not be possible for two employers in the one industry to pay a different rate?

Hon. J. E. DODD: Certainly. It seemed fair and reasonable that the original parties should be consulted before the other parties came in, and he hoped the clause would not be altered.

Amendment put and negatived.

Clause put and passed.

Progress reported.

House adjourned at 10.37 p.m.

Legislative Assembly,

Tuesday, 22nd October, 1912.

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

QUESTION—RAILWAY CONSTRUCTION, MERREDIN-COOLGARDIE.

Mr. GREEN asked the Minister for Works: When will the work of construction of the Merredin-Coolgardie railway be taken in hand?

The MINISTER FOR LANDS (for the Minister for Works) replied: Inquiries are now being made from the Commonwealth as to the date they will start taking delivery of sleepers and when it is expected rails and other material will arrive. When this is known the matter can be considered.

QUESTION — RAILWAY EMPLOYEES. COMMISSIONER'S STATEMENT.

Mr. LEWIS asked the Minister for Railways: 1, Has he noticed the Commissioner's statement in his annual report, wherein it is inferred that the staff lack energy and effort? 2, How does the Commissioner reconcile this statement with his concluding remarks, where he compliments the staff generally? 3, Will he ask the Commissioner for definite particulars where lack of energy is being displayed?

The MINISTER FOR RAILWAYS replied: 1, The Commissioner stated that he had observed no general increase of energy or effort corresponding to the large increase in the salaries and wages items of expenditure. 2, The Commissioner advises that both of his statements are correct, and apply in a general way. There are, of course, many exceptions, but he did not consider it advisable or in the interests of the department to make a distinction in his concluding remarks referred to. 3, The Commissioner informs me that this is the result of his own observation, as well as that of the heads of branches, as exemplified by the increased cost of the work performed, and the demands for increased staff, special conditions, etc., many of which in his opinion, are not warranted.

QUESTION—SURVEYORS UNEMPLOYED.

Mr. S. STUBBS asked the Minister for Lands: 1, Is he aware that a number of surveyors are idle in the State? 2, Will he inquire as to whether there are any unsurveyed areas in the agricultural

districts within reasonable distance of existing or proposed railway services, rather than see these surveyors leaving the State to seek employment?

The MINISTER FOR LANDS replied: 1, I am aware that some of the contract surveyors are short of work. 2, Yes. Action has already been taken to this end.

PAPERS PRESENTED.

By the Minister for Railways: 1, Geological Survey.—Bulletin No. 46, Yilgarn and North Coolgardie Goldfields. 2, Return *re* Coolgardie State Battery (ordered on motion by Mr. McDowall).

BILL—LAND ACT AMENDMENT.

Introduced by the Minister for Lands and read a first time.

BILL—TRAFFIC.

Report of Committee adopted.

BILL—DISTRICT FIRE BRIGADES ACT AMENDMENT.

Second Reading.

Debate resumed from the 17th October.

Hon. J. MITCHELL (Northam): I have no doubt that this is clearly a Bill to validate certain rates which have been struck by local authorities. But it would have been better to have put forward a validating measure in the usual way. However, I accept the assurance of the Honorary Minister that this measure does not mean additional taxation, and that the local authorities may still collect general rates sufficient to cover their contributions to the fire brigades board. I believe it is necessary to validate certain rates which have been struck, and for that reason I have no objection to offer to the measure.

Question put and passed.

Bill read a second time.

In Committee.

Bill passes through Committee without debate, reported without amendment; the report adopted.

BILL—WORKERS' COMPENSATION ACT AMENDMENT.

In Committee.

Resumed from the 15th October; Mr. McDowall in the Chair, the Attorney General in charge of the Bill.

Clause 4—Interpretation: [An amendment had been moved by Hon. Frank Wilson to strike out all the words after "person" in line 9 of the interpretation of "employer."]

Mr. NANSON: When progress was reported the Attorney General was about to explain to the Committee the reason for adding the words to provide that the primary employer should be indemnified by the person who might be called the secondary employer. In the English Act there was no similar provision in regard to indemnification, and when the leader of the Opposition called attention to the new departure, the Attorney General stated that the provision had been taken from recent South Australian legislation. It would be well if the Attorney General would enlighten the Committee as to the necessity for the addition of these words. The Minister knew perfectly well that under the Workers' Compensation Act and the Employers' Liability Act an enormous amount of case law had sprung up, and the general effect of putting in new provisions dealing with workers' compensation and employers' liability was that after the Bill became law either the employer or the employees had to go before the courts to ascertain what was the meaning of the legislature. He took it that the wish of hon. members was that litigation as to the meaning of new legislation should be reduced to a minimum, and in those circumstances it would be well if the Attorney General were to satisfy the Committee that these additional words were necessary. It was good law that a servant who had been temporarily lent still remained in the service of the lender, unless the control of the servant was with the borrower. He took it that the definition as taken from the English Act, without reference to the further words which had been added, was simply the effect of decisions as to who was the employer in the circumstances

mentioned in the definition, as when a servant was temporarily lent or let on hire to another person. But members were entirely in ignorance as to the reason for inserting additional words. Perhaps the Attorney General would tell the Committee that there had been cases in South Australia that rendered the addition of these words advisable or necessary.

The ATTORNEY GENERAL: In the first place the desire was to make the definition of employer wide enough to cover all cases, for the very reason set out by the member for Greenough (Mr. Nanson), namely, to avoid litigation. It was true that unnecessary verbiage might incite to litigation, instead of preventing it, but if by brevity they excluded a certain factor that ought to be included in the definition, they were equally liable to incite to litigation. The clause made it perfectly clear that whoever had the ordering, commanding, or direction of the worker was responsible for any accident occurring in the course of the work over which that person had control, and if there was not this condition as to indemnity, we would leave it open to great injustice being committed against the original contractor. If the original contractor by contract in any form lent his worker for a month or for six months, that original contractor lost control of the worker, but the definition of employer in the Bill made him responsible. Now, it would be very unfair to make the original contractor responsible without any chance of being indemnified by the other person.

Mr. Nanson: Why do you make him responsible?

The ATTORNEY GENERAL: Because this Bill was based upon insurance, and so long as the worker was the original contractor's servant, it was the contractor's duty to have him insured. The Bill wanted to make both parties responsible for having the worker insured.

Mr. A. E. Piesse: Even if he was working for only a few hours?

The ATTORNEY GENERAL: There was another clause which prevented a casual labourer being included in this

category. The clause now under consideration contemplated the actual taking of the worker out of the hands of the original employer and continuing him in his employ, and an accident then happening, both the original employer and the secondary employer were liable, inasmuch as if the original employer was sued he was entitled to be indemnified by the employer who was actually in charge of the worker at the time of the accident. That was necessary in order to prevent the evasion of responsibility.

Hon. J. Mitchell: Would it not apply to a plumber doing work for you?

The ATTORNEY GENERAL: Suppose a master plumber employing a worker took a contract to do certain work in the course of which an accident happened, that master plumber was responsible. The worker was carrying out that man's business and doing work for him, therefore that man was responsible; but the person who was simply having his bath repaired was not liable, because he did not take command of the worker and he could not order him or dismiss him from his employ. The man responsible was the man in whose business the worker was engaged, and it could not be argued that a plumber was carrying out the business of the householder, who might be a banker or a commercial man.

Mr. HUDSON: The member for Greenough had argued that there was no necessity for these additional words, but if the hon. member had referred to the textbooks dealing with the English Act of 1906, from which these words had been omitted, he would have found that the writers of those books expressed the opinion that it was necessary that some such provision should be made. They stated that there was no provision for indemnity, and that as the law stood the worker might have an action against one or possibly both employers. No doubt, for the sake of clarity in the law, the Attorney General had inserted this addition. The leader of the Opposition in his argument that these words were unnecessary had instanced the employment of a plumber, and had said that if he asked a master plumber to send a work-

man along to do some plumbing at his house, he would be considered as having hired that workman. That illustration failed in the fact that the householder in such circumstances would not have control of the workman; he would not have to pay him, but would deal with the master plumber who had sent the worker. It had been suggested that there was a connection between this clause and a subsequent clause dealing with contracting; there was no such connection, but rather a distinction. This clause was dealing with the relationship of an employer hiring his workman to another person. and perhaps the following illustration was a better one than that given by the leader of the Opposition: Suppose the Midland Railway Company were short of engine drivers during pressure of work, and appealed to the Government to hire them a couple of engine drivers; that would establish the relationship of hiring and of lending between the Government and the company. Assuming an accident happened to these men while doing the work of the Midland Railway Company the question would arise as to who was to pay them compensation. Under the clause they would be able to claim from their continuous employer, the Government, the money that was payable to them under the Workers' Compensation Act, with this addition that the Government would be able to come on the Midland Railway Company on whose line the accident happened, and make them recompense the Government for what had to be paid to the injured workers.

Mr. NANSON: From the Attorney General's remarks the object, he gathered, of the definition was to give the employee two persons to shoot down, but in reality it only gave him one.

Mr. Underwood: The point is the workman gets his money.

Mr. NANSON: That did not follow. The employer might not be worth powder and shot. The member for Yilgarn (Mr. Hudson) had referred to text books on the point. The latest Act was that of 1906, and in the books which he (Mr. Nanson) had consulted he had not seen

any arguments used in favour of adding these words. He did not see how the Attorney General's argument, that the addition of the words enlarged the definition, was upheld for the words would not enlarge the definition at all. The main employer could recover from the secondary employer, and he was entitled to do so.

Mr. GEORGE: If an employer was obtaining profit from the man he lent then that employer should be liable for the compensation in case of accident, but if it was only a temporary transference of an employee because the main employee had no labour for the employee to do, then the main employer got no profit, and should not be held liable. This Bill might be termed one for rendering facilities for "sacking men," for an employer might not have work for an employee, and tell the employee that another employer wanted hands, and that he, the first employer, would have nothing more to do with him. A man on the land might have a good employee and one of his neighbours wanted help in harvesting. The main employer would lend the man. In such a case the secondary employer was not responsible for the wages to be paid to the employee. The second employer was only taking on the man on the understanding that as soon as his harvest was gathered in the employee would return to his first employer. But if the first employer got some profit out of the transfer then he should be liable to pay compensation. As to the case referred to by the member for Yilgarn about engine-drivers the Government in transferring men would see that the men received all the privileges which they were entitled to under their original employment. Still, the men would have a claim on the Midland Railway Company. It seemed that this clause might possibly cause wrong or injury.

Mr. HUDSON: Every contract entered into subsequent to the passing of the Bill would be subject to the provisions of the Bill.

Mr. GEORGE: It seemed that this was really putting up a barrier to prevent the

friendly relations that existed between the employer and the employee from continuing.

The ATTORNEY GENERAL: There seemed to be some slight confusion as to the purpose of the clause. This was merely a definition or interpretation clause, nothing more, and the definition of employer was the definition that could be given in all clauses afterwards occurring in this Bill. According to Clause 11 where the injury for which compensation was payable under the Bill was caused under circumstances creating a legal liability in some person other than the employer to pay damages in respect thereof, the worker might take proceedings both against that person to recover damages and against any person liable to pay compensation under the Bill for such compensation, but should not be entitled to recover both damages and compensation; and if the worker had recovered compensation under the Bill, the person by whom the compensation was paid, and any person who had been called on to pay an indemnity under the clause relating to sub-contracting, should be entitled to be indemnified by the person so liable to pay damages as aforesaid, and all questions as to the right to and amount of any such indemnity should, in default of agreement, be settled by action in any court of competent jurisdiction. The definition was to make it wide enough to cover all cases, and as had been repeatedly suggested by the member for Yilgarn, the addition of these words by the South Australian Parliament was due to the suggestions of the text writers on the subject, who had pointed out the injustice of the English Act of 1906, that gave no chance of indemnity against the original employer. He did not think instances of the kind suggested by the member for Murray-Wellington (Mr. George) were ever contemplated in connection with such a law. If a man was lent he was doing the work of the man who lent him, who had to take the risk.

Mr. George: What work is he doing for the man who lends him?

The ATTORNEY GENERAL: The man continued in the service of the one

who lent him. So to speak, the workman was, for the time being, property that was hired; while the hiring continued, he was still the servant of the first man, and was naturally insured by the first man if doing dangerous work.

Hon. J. MITCHELL: The Attorney General has made it impossible for any employer to escape, but general terms in a measure of this kind were apt to lead to confusion. Was it contemplated that a plumber who came in to do some repair work in a house was to be considered to be employed by the owner of the property?

The ATTORNEY GENERAL: No. Casual work did not come under this provision. A workman not under the control of the householder was not in the service of the householder. It was the other man, the one who employed the workman, that was doing the work for the householder.

Hon. J. MITCHELL: If the workman was working on the roof on the original contract for building the house, the owner would be liable.

The ATTORNEY GENERAL: Yes, though the owner would employ a contractor, it would be the owner's work that was going on, but that was not casual work.

Hon. J. MITCHELL: If the roof was blown off, and the plumber was sent for to re-instate the iron, then would not the owner be employing a servant?

The Attorney General: Not under those circumstances.

Hon. J. MITCHELL: If the owner was made liable, it would be necessary for him to see the insurance policy of every workman before letting him go on the roof.

Mr. Heitmann: If you let a contract, you naturally stipulate that the worker must be insured.

Hon. J. MITCHELL: It would be necessary to go further, and to see that the policies were paid.

Mr. Heitmann: If you let a contract, you can always come on the contractor.

Hon. J. MITCHELL: If the contractor was not good enough for the worker to go for, then it was very little use saying

that the owner should go for the contractor.

Mr. GREEN: Where an employer temporarily lent a man on hire to another person and an accident occurred to the employee, what was there to prevent the original employer from saying that he had sacked that employee. On whom would the onus of proof lie?

The ATTORNEY GENERAL: It would be a question between the two principals. It would be a case of the word of the original employer against the word of the employee, and the person to whom the latter's services were lent.

Mr. George: Where was the provision dealing with casual workers?

The ATTORNEY GENERAL: In the definition of "worker," the provision showed that "worker" did not include any person employed otherwise than by way of manual labour, or for remuneration exceeding £350 a year, or a person whose employment was of a casual nature, and who was employed otherwise than for the purposes of the employer's trade or business, but meant any person who entered into or worked under a contract of service or apprenticeship with an employer, whether the contract was expressed or implied.

Amendment put and negatived.

Mr. GEORGE: In regard to the definition of "member of a family," the Bill went a great deal further than was fair to the employer. It would be better to say that anybody employing a worker should be responsible to the Government of the day for the whole of the compensation, leaving it to the Government to deal with, but the purpose of the Bill was to throw on the individual employer what had previously been the burden of the State, namely, the seeing to it that every person within its confines was supplied with food and raiment.

Mr. Hudson: Do you favour national insurance to cover the whole proposition?

Mr. GEORGE: Ideas of what was national insurance might be different, as between him and the hon. member. The scope of "member of a family" was too wide altogether. While the framers of the Bill thought they were insuring em-

ployment they were, as a matter of fact, curbing employment.

The Attorney General: What do you wish to see excluded? Why not move an amendment?

Mr. GEORGE: We had comprised in the definition almost everything within the range of dreams. While the employer should certainly be responsible for any wilful act or neglect of his which might cause injury to the worker, still the definition was making the existence of the small employer almost impossible. We ought not to put obstacles in the way of the small employer.

The Attorney General: It is all a lump sum; death so much, injury so much—according to the scale.

Mr. GEORGE: But the scale was quite sufficient to smash up ninety per cent. of the employers in Western Australia.

Mr. Mullaney: Can they not insure?

Mr. GEORGE: Many of them had not the means to insure. In numbers of cases the men were better off than the employers.

Mr. HEITMANN: The extraordinary arguments used by the hon. member suggested that the hon. member merely desired to hear himself talk. It was plain the hon. member had not previously read the clause. The hon. member had said the Bill would take the place of the present system under which the State provided every person with food and raiment. There was no such scheme in operation.

Mr. George: I meant charity.

Mr. HEITMANN: Charity did not fall exclusively upon the State, by any means. The hon. member objected to the wide scope of the definition. Surely there was a right on the part of the injured worker to claim from the employer sustenance, not only for himself, but for each and every one of his dependents.

Mr. Broun: It is very often the worker's own fault that he meets with an accident.

Mr. HEITMANN: If it were to be left open for an employer to prove that the accident was not his (the employer's) fault, the Bill would be only fit for the wastepaper basket.

Mr. Broun: It ought to go there now.

Mr. HEITMANN: It was extraordinary to find any hon. member holding such views. Surely the worker had a right to compensation from the employer if he suffered injury while working for that employer.

Mr. Broun: Yes, if it is the employer's fault.

Mr. HEITMANN: Very seldom did a worker suffer an accident through carelessness.

Mr. George: He may have made an error of judgment.

Mr. HEITMANN: Even that should not debar him from compensation. No loophole should be left for escape from responsibility. If the hon. member objected to the number of persons included in the definition of "member of a family," why did he not move an amendment?

The ATTORNEY GENERAL: Really nothing had been added to the English Act with the exception of including illegitimates, and that example had already been set by New Zealand, New South Wales, Queensland, Tasmania, Alberta, and Manitoba. Those examples were sufficient to justify its adoption here.

Mr. George: Why go further than the English Act? ?

The ATTORNEY GENERAL: Did the hon. member aim at excluding illegitimates?

Mr. George: No.

[Mr. Holman took the Chair.]

The ATTORNEY GENERAL: The hon. member did not object to the inclusion of the English definition, and did not object to the inclusion of illegitimates; yet he was trying to object to the two combined.

Mr. GEORGE: With illegitimate children he had as much sympathy as the Attorney General, but this definition was wider because it provided for brothers and sisters whether legitimate or illegitimate. That would add a 20 or 25 per cent. wider range. If it was possible, he would sooner the whole State bore the burden so that the small employer would not be crushed out.

Mr. NANSON: To his mind there was no objection to the wide definition. The

important point was the question of dependency, and once that question had been established a very liberal interpretation should be given to the definition. Therefore he would not be prepared to support any amendment to strike out illegitimates. The danger was not so much in connection with the small employer, who might protect himself by insurance, as that a considerable number of workers might find themselves denied the benefits owing to a small employer having neglected to insure them.

Hon. J. MITCHELL: The definition of "worker" would include agricultural employees and domestic servants. It would cost an enormous sum to insure them.

The Attorney General: In the aggregate, but not individually.

Hon. J. MITCHELL: It would come out of the pockets of the workers as the cost of production would be added to. While dangerous occupations should be included, it was a waste of time to include domestic servants whose occupation was not hazardous. Probably not one in ten thousand would meet with an accident, but the ten thousand would have to be insured.

Mr. Heitmann: What will it cost to insure an agricultural labourer?

Hon. J. MITCHELL: Probably a couple of pounds a year for each man. The payment for a holiday on Eight Hours' Day was a serious matter.

Mr. FOLEY: On a point of order, was the hon. member speaking to Clause 4?

The CHAIRMAN: The hon. member was perfectly in order by referring to burdens already imposed, and pointing out that this would be a further tax.

Hon. J. MITCHELL: Some farmers insured their employees at present in order to reduce their own risk, but the definition made it compulsory, and went too far.

The Attorney General: Move an amendment, and let us see where it goes too far.

Hon. J. MITCHELL: The definition was too wide.

The Attorney General: Where?

Hon. J. MITCHELL: It included persons not engaged in dangerous work. What would be the additional insurance cost? If the Attorney General would set his officers to work he could quickly get an estimate.

The Attorney General: Are you objecting to the cost or to the definition?

Hon. J. MITCHELL: The Attorney General was imposing upon the employers and indirectly upon the workers a very large burden, and this sum would have to be provided by the workers.

Mr. Green: We are prepared to let it go at that.

The ATTORNEY GENERAL: Without any desire to be discourteous, the hon. member could see that he was somewhat frivolous over this question. What did it matter what it cost in the long run? So long as it was just and right there could be no alarm raised, and alarm or no alarm the cost had nothing to do with the definition. The definition was either correct or incorrect. If it was incorrect we could alter it.

Hon. Frank Wilson: We have not finished with the definition of "ship" yet.

The CHAIRMAN: The hon. member could not go back to that definition. The member for Northam desired information on the definition of "worker" and the debate had been on that for ten minutes.

Mr. Nanson: The member for Northam had been on the definition of "out-worker."

The CHAIRMAN: The member for Northam started his discussion on the definition of "worker."

Hon. J. MITCHELL: The misunderstanding had arisen through an interjection.

The CHAIRMAN: The hon. member had discussed "worker" for ten minutes and the Committee could not go back.

Hon. J. MITCHELL: The Attorney General knew that if the definition of "worker" was passed it would include all workers.

The Attorney General: Tell me what your objection is and no more.

Hon. J. MITCHELL: Would the Attorney General say whether the definition included domestic servants?

The ATTORNEY GENERAL: The definition was broad, clear, and definite, and it was a really good one. If the hon. member could point out where it was defective and could suggest a remedy, well and good, otherwise he was doing nothing else but talking frivolously.

Hon. J. MITCHELL: The Committee were entitled to the information as to whether domestic servants were included within the definition.

The Attorney General: Suppose they are. Do you want anyone excluded who is justly entitled to be included?

Hon. J. MITCHELL: Would the Attorney General state what the probable cost would be of putting this into operation?

The Attorney General: That has nothing to do with the definition.

Hon. J. MITCHELL: These people would have to pay an enormous sum of money by way of insurance.

Hon. FRANK WILSON: It seemed to him that in the definition of "worker" we were including any person engaged in manual labour, no matter what amount he earned. If we did not include, say a clerk because he earned £400 per annum, why should we include men engaged in manual labour because they earned £400 per annum.

Mr. Munsie: Do you know anyone earning £400 per annum engaged in manual labour?

Hon. FRANK WILSON: Plenty of them.

Mr. Underwood: What are they doing?

Hon. FRANK WILSON: Mining.

Mr. Munsie: There is not one in the State.

Hon. FRANK WILSON: Why were the Government legislating for one class as against another class in this particular definition?

Mr. Carpenter: Would you include clerks in this definition?

Hon. FRANK WILSON: They were in now, provided they were not earning more than £350. But a manual labourer was included even if he earned £1,000 a year.

The Attorney General: Where does he live?

Hon. FRANK WILSON: There were many manual labourers who were earning more than £350 a year. Why not make the limit on all £350 per annum. Was the reason because it was that a man who earned over £350 could insure himself? If that was the reason it was valid. He moved an amendment—

That in lines one and two of the definition of "worker" the words "employed otherwise than by way of manual labour" be struck out.

The ATTORNEY GENERAL: The value of the amendment could not be seen. Manual labour was not receiving up to anything like £300, much less £350 per annum, and there could not be an instance stated.

Hon. Frank Wilson: Many.

The ATTORNEY GENERAL: The hon. member might give one.

Sitting suspended from 6.15 to 7.30 p.m.

The ATTORNEY GENERAL: A manual labourer, such as a prospector, might hit upon a lucky find, and receive what would amount to more than £350 for the year, but such finds were only occasional. The man might have been working for years before making this lucky discovery, but if, within a year of his making that find, an accident happened, that would be taken as the basis of his wages, and he, or his dependants, would be excluded from the benefits of the Act. No member desired to see that happen. When a man was not a manual labourer, and was in receipt of an income of over £350 per annum, he was qualified to attend to his own insurance, and could do so. There must be a limit, and in that respect, the definition aimed at justice to everyone. The only objection to including manual labourers in the same category was that once in a lifetime a man might make a lucky find in gold mining, and for that reason be excluded from the benefits of the Act.

Hon. FRANK WILSON: One could hardly agree with the Attorney General's idea of fairness. The hon. member had said that a man who was engaged in prospecting, and might possibly earn more

than £350 per annum, should be entitled to compensation if he was injured, but that everyone who was not employed in work commonly called manual labour, should not be entitled to receive compensation, if he was receiving more than £350 per annum. Why should we make a law for one class and not for another? If we limited the liability of the employer to pay the compensation to those who were earning under £350 per annum, we should limit it all round. If we said it was the duty of workers to fend for themselves when they received £350 a year, it would be right to make that limit apply to all classes of labour. The linotypists in a newspaper office were manual labourers.

The Attorney General: No, skilled artisans.

Hon. FRANK WILSON: Those operators would be classed as manual labourers. A tailor working on piece-work would be classed as a manual labourer; so would a timber hewer, and miners on piece work, and piece workers in every calling. In all those callings there were men who were earning more than £350 a year. First class timber hewers could earn more than £1 per day.

The Attorney General: For what length of time?

Hon. FRANK WILSON: So long as the work lasted. First-class hewers of coal could earn more than £1 per day, and he knew of miners who had earned more than £1 per day as long as they had the freedom to exercise their special skill and ability. Many Government employees were earning more than £350 in wages, overtime, and extra pay. We should not legislate for one class differently from another. If it was right that we should give compensation to all and sundry when injured, or to their dependants when death ensued, it was right that we should put them all on the same plane, and the amendment was only a move in that direction. The Attorney General said that no manual labourer would be earning more than £350 per annum, year in and year out. If that was so, there was no harm in excising the words referred to in the

amendment, because no harm could be done to anybody. If he was right in his contention, however, the Bill was making a class distinction. The clause said that the men engaged in manual labour could claim compensation, no matter what they earned, but other people could not claim compensation if they were earning more than £350 per annum. If no manual labourers were earning more than £350 per annum, the striking out of the words would not be injuring them, but would be placing all on the same level, and doing away with the suggestion of class legislation.

Mr. UNDERWOOD: The leader of the Opposition had made statements which were not borne out by facts. For instance, he had said that coal miners often earned more than £350 per annum. That must be in China. There were times when a few manual labourers for a short period of their work might be earning at the rate of over £350 a year. On the other hand clerical work was almost a certainty work at regular wages. The Attorney General referred to prospectors but must have meant tributers, who were certainly entitled to compensation under this measure. Though on the average tributers hardly made ordinary wages, at times they might for a brief period earn at the rate of more than £350 a year; but if a tributer after making this extra money for a period happened to get injured, he should still be entitled to compensation from the owner of the mine. Contractors in mines also earned good wages in good ground, but according to the leader of the Opposition they would not be entitled to compensation, though on the average their wages were by no means £350 a year. Apparently the leader of the Opposition, who was now engaged in conversation with the member for Murray-Wellington, did not desire to hear any reply and merely wished to waste the time of the Committee.

Hon. Frank Wilson: Is the hon. member in order?

The CHAIRMAN: No.

Mr. UNDERWOOD withdrew the remark. Seeing the leader of the Opposition did not desire to hear any reply it was

up to the Attorney General to put the matter to the vote.

Mr. GEORGE: The conversation referred to by the hon. member was with regard to the liability of the owner of a mine to pay compensation to tributers who were usually understood to be persons taking on tributates at their own risk and paying the owner of the mine something out of what they earned. The clause did not refer to persons earning "at the rate of" £350 a year as the member for Pilbara seemed to argue. It referred to persons earning £350 a year.

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

Ayes	11
Noes	26

Majority against	..	15
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AYES.

Mr. Allen	Mr. Mitchell
Mr. Broun	Mr. Moore
Mr. George	Mr. A. E. Piesse
Mr. Harper	Mr. F. Wilson
Mr. Lefroy	Mr. Layman
Mr. Male	(Teller).

NOES.

Mr. Bath	Mr. Mullany
Mr. Carpenter	Mr. Munsie
Mr. Collier	Mr. O'Loghlen
Mr. Dooley	Mr. B. J. Stubbs
Mr. Dwyer	Mr. Swan
Mr. Foley	Mr. Taylor
Mr. Gill	Mr. Thomas
Mr. Green	Mr. Turvey
Mr. Hudson	Mr. Underwood
Mr. Johnson	Mr. Walker
Mr. Lander	Mr. A. A. Willson
Mr. Lewis	Mr. Heitmann
Mr. McDonald	(Teller).
Mr. McDowall	

Amendment thus negatived.

Mr. MALE: Would the Minister explain the meaning of the words "Whose employment is of a casual nature and who is employed otherwise than for the purposes of the employer's trade or business." If a householder engaged a man to attend to his garden, would it be necessary to insure that man, and would the man come under the Bill? If a householder engaged a man to paint his house, it was not the trade of the householder, and the work was more or less of a casual nature.

The ATTORNEY GENERAL: The hon. member evidently understood the meaning of the words. If a worker was carrying out the regular business of his employer, wherever he went the employer was liable for the accident, because the accident would occur in the regular employment in the employer's trade or business; but if the householder called in a passer-by to chop wood, it would not be the employer's regular trade or business having wood cut, and therefore the man employed on that job would be employed in casual work and would not come under the Bill.

Mr. Male: If I engage a gardener to come in one day a week is that casual or regular work?

The ATTORNEY GENERAL: If it was the hon. member's regular business or trade then it would be regular work, but if it was casual work, though repeated at intervals, it was always casual. As it was not the hon. member's trade or business, the man was not helping the hon. member to carry on his trade; he was not a living instrument in the hon. member's trade or business, and so he did not come under the Bill because his work was casual.

Hon. J. MITCHELL moved an amendment—

That in line 8 of the definition of "worker" after "house," the words "or an Asiatic alien or aboriginal native" be inserted.

The Attorney General: Putting a premium on the employment of black labour—that is what it is.

The Minister for Works: It is in keeping with the hon. member's political leanings.

Hon. J. MITCHELL: Apparently the hon. members, who lived on Chinese-grown vegetables, objected to bringing these people within the provisions of the measure.

The Attorney General: You are putting the Chinese and Asiatics on a level with your own family.

Hon. J. MITCHELL: Why did the Attorney General wax so warm at the proposed inclusion of these people? No-

thing could be more ridiculous than to exclude natives on some of our cattle stations, or the coloured workers in the North-West.

Amendment put and negatived.

Clause put and passed.

Clause 5—agreed to.

Clause 6—Liability of employers to workers for injuries:

Hon. FRANK WILSON: This was supposed to have been taken from the English Act. As he had pointed out on the second reading, some portions had been excised. In order that every precaution might be taken to prevent malingering it ought to be provided that before a worker could claim compensation he should have been laid off for a week. There was no reason why compensation should not be paid from the day of the accident, but a man should have been laid off for a week before the claim could be put in.

Clause put and passed.

Clause 7—Time for taking proceedings:

Mr. MALE moved an amendment—

That in lines 4 and 5 of paragraph (b) of the proviso the words "absence from the State of Western Australia" be struck out.

The words were entirely new to workers' compensation legislation, and were absolutely unnecessary. It might happen that a man who had been away for 10 years might come back and make a claim for a forgotten accident. Every feature of the Bill should be an insurable item. It would be impossible to persuade the insurance companies to accept the risk if it was provided that a claim could be raised years after the accident had occurred.

The ATTORNEY GENERAL: The amendment could not be accepted. Everybody should have the facilities to test his case.

Mr. Male: Within a reasonable time.

The ATTORNEY GENERAL: Yes, and if that reasonable time was lengthened by accident or by some unpreventable cause such as absence from the State it should not debar the person from

prosecuting his claim. A man might be under medical treatment elsewhere.

Hon. FRANK WILSON: A claimant might leave the State and not return for an unduly long time. The period in which the claim had to be made was limited for men within the State, and why should not there be a limit, say of twelve months, for people outside the State. It should not be allowed to remain indefinite. Under the clause if a claimant was absent that was sufficient cause.

The Attorney General: No, it must be reasonable absence.

Hon. FRANK WILSON: Absence in itself was reasonable cause according to his reading of the clause, and a claimant could remain away for a couple of years.

The Attorney General: That would not be reasonable absence.

Hon. FRANK WILSON: If that was the interpretation, it would meet his objection.

Mr. B. J. STUBBS: The fact of delaying the claim did not do away with the necessity for giving notice of the accident. When that notice was given, the worker had to submit himself to examination by a doctor chosen by the employer. The employer was aware that a claim would be made and this proviso simply prevented an invalidation of the claim if the claimant was compelled to seek medical advice outside the State.

Mr. MALE: Notwithstanding the explanation the words should be deleted. A claim should not be allowed to remain uncontested for years. There should be a limitation. If a man could show reasonable cause for the delay he was already protected.

The Attorney General: Mistake and absence are reasonable causes and other reasonable causes can be adduced.

Hon. Frank Wilson: A man might stay away even though he is not ill, and that will be reasonable cause.

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

Ayes	..	..	..	12
Noes	..	..	..	25

Majority against .. 13

AYES.

Mr. Allen	Mr. Mitchell
Mr. Broun	Mr. Monger
Mr. George	Mr. Moore
Mr. Harper	Mr. A. E. Piesse
Mr. Lefroy	Mr. F. Wilson
Mr. Male	Mr. Layman
	(Teller).

NOES.

Mr. Carpenter	Mr. Mullany
Mr. Collier	Mr. Munsie
Mr. Dooley	Mr. O'Loughlin
Mr. Dwyer	Mr. B. J. Stubbs
Mr. Foley	Mr. Swan
Mr. Gardiner	Mr. Taylor
Mr. Gill	Mr. Thomas
Mr. Green	Mr. Turvey
Mr. Johnson	Mr. Underwood
Mr. Lander	Mr. Walker
Mr. Lewis	Mr. A. A. Wilson
Mr. McDonald	Mr. Heltmann
Mr. McDowall	(Teller).

Amendment thus negatived.

Clause put and passed.

Clause 8—agreed to.

Clause 9—Principal and contractor and sub-contractors deemed employers:

Hon. J. MITCHELL: Would the Attorney General explain if it was a fact that all who worked on any contract might seek protection from the owner if the contractor was unable to pay the compensation?

The ATTORNEY GENERAL: The Bill necessitated the insurance of all workers engaged in the business or at the behest of an employer.

Hon. J. Mitchell: The question is the liability of the owner.

The ATTORNEY GENERAL: The owner, the man who took the contract, and the man who took the sub-contract were all liable, and they could adjust the indemnities or their contributions to the fund among themselves.

Hon. J. Mitchell: It does not matter how small the job is?

Mr. GEORGE: This practically meant that a person having a house built if he wished to feel himself secure he must either insure himself or else he must see that the man who got his contract insured.

Mr. Dwyer: They do it now.

Mr. GEORGE: Then it meant that the cost of the building would go up.

Mr. Dwyer: It would only add a few shillings to the contract.

Mr. GEORGE: The person who had a house built, or who let a contract really became a sort of guarantee to the workmen that the contractor was in a financial position. It used to be the other way about, and he did not think it would be fair at all.

Hon. FRANK WILSON: The clause went rather far. Even on a casual job if a painter was called in the man who called him in would be responsible to the principal for any accident that happened to that painter. He was led to that conclusion by the fact that the words which were embodied in the Imperial Act making it clear that it was not intended to cover the worker under such conditions had been left out.

The Attorney General: We have included those very words; look at the definition of "worker."

Hon. FRANK WILSON: The definition of "worker" said it did not include any person employed otherwise than by manual labour whose remuneration exceeded £350 a year.

The Attorney General: And it goes on "or a person whose employment is of a casual nature and who is employed otherwise than for the purposes of the employers' business." Those words are in the Imperial Act.

Hon. FRANK WILSON: Did the Attorney General claim that these words would exclude the person engaging the workman?

The Attorney General: Yes, he is excluded. If the man is a casual workman he is engaged by the employer.

Hon. FRANK WILSON: But if a man were working for a painter that man would not be doing casual work, and if he (Mr. Wilson) gave a contract to the employer to paint his house, he (Mr. Wilson) became the principal if the man met with an injury. That man had recourse against his employer, but according to the Attorney General's explanation would not have recourse against him (Mr. Wilson). The employer, however, would have recourse against him (Mr. Wilson).

The Attorney General: Whom would you make responsible?

Hon. FRANK WILSON: The contractor should be made responsible.

The ATTORNEY GENERAL: If he were having a house built, the men who were employed in the work would hold the principal for whom the work was being done liable. The clause was simply to prevent that shuffling of which there had been more than one instance in other parts of the empire, where the contractor said, "This is not my house; you are building it for Jones, who is the man to whom you should go." Jones would reply, "No, you are not my servant." And so between the two, the cases were lost in court, and the man making the claim was ruined.

Mr. George: How many cases have been lost; have any?

The ATTORNEY GENERAL: Yes.

Mr. George: I do not think—

The ATTORNEY GENERAL: The hon. member never thinks. We were giving a man who was injured or the legal representatives of the persons killed a chance to put up a nominal defendant, and if a wrong defendant was sued he could get his indemnity and all his costs paid by the man who was the real person responsible. By this clause we were putting the workman in the position of not having to solve a legal problem. The clause would put every man on his guard, and he would employ only the contractor who had his men working for him regularly insured, and he would not expose himself to the possible liability of having to fight an action.

Mr. GEORGE: The Attorney General could not find a single case which would support the argument he had just placed before the Committee. He could not produce one instance where a man had let a contract for a house, and one of the contractor's employees, who had been injured, had sued the owner of the house instead of the contractor. The statement was all bosh, as the hon. member knew, and it was simply uttered for the purpose of trying to throw flapdoodle in the eyes of people who were trying to understand the Bill. The Attorney General said that the working man was so helpless and unable to look after himself that he must not only have his trade societies to guard him, but every man who let a contract must practically wet-nurse him. Such an

argument was an insult to the working men, and we would be surprised if they were content to put up with it.

Mr. O'LOGHLEN: The member for Murray-Wellington had challenged the Attorney General to quote instances where the principal had been sued for injuries sustained by workers in the employ of contractors. He would remind the hon. member of how the measure applied in the timber industry. The Works Department and the Railway Department employed sub-contractors to procure supplies of timber. Neither the under secretaries nor the engineers ever saw the men employed by these contractors from year's end to year's end. Yet the sub-contractor was not responsible to the men, and the Government paid compensation. The same was the case with private companies. If a sleeper cutter working for Millar's Company under a sub-contractor met with an accident, he collected compensation from the insurance fund established by the company, and not from the sub-contractor.

Mr. George: That may be a condition of the employment.

Mr. O'LOGHLEN: There had been scores of cases during the last 12 months where the employers, without knowledge of where the men were working, had had to pay compensation for accidents, and they would not have paid it if they had not been legally obliged to do so.

Hon. J. MITCHELL: The Attorney General had made it clear that it would be necessary for all workers to be insured. Something like 40,000 workers would be brought within the scope of the Act who were not now covered, and that would mean that at least £50,000 per annum would have to be paid in insurance. It would be a risk in future to employ a man in any occupation at all. It would be risky to have a roof painted or repaired except by a man who was covered by insurance. The Attorney General had given the Committee very good advice when he said that it would be well for persons wanting work done to employ a contractor of means, a substantial man who would be able to meet any claim for compensation made upon him.

Mr. B. J. STUBBS: Hon. members opposite seemed very solicitous for the persons who would be liable to pay compensation under this measure. They overlooked the fact that the whole principle of the Bill was to protect the worker and those dependent upon him. That being so, we wanted to make sure that when the worker was injured, he was not, through some legal quibble, to be deprived of the compensation to which he was entitled. Therefore, it was said he could have recourse even to the person for whom the work was done. There had been contractors in the City quite recently who after getting a large number of deposits and purchasing a lot of material had disappeared from the State. Suppose a worker in the employ of a contractor of that description sustained an injury, how would he fare for compensation? We desired to see that the worker did not fall in, and therefore the Bill said that he should be able to go right back to the principal for whom the work was done. No hardship was being placed upon the principal, but an obligation was cast upon him to see that the contractor who was executing his work insured his employees. Unless it was made clear that the workman could claim against the principal the whole object of the Bill, which was the protection of the worker and those dependent upon him, would be defeated.

Hon. FRANK WILSON: If a person ordered a suit of clothes from the member for Subiaco and that hon. member's employee dropped an iron on his foot, the person who ordered the suit would be liable for compensation. All members believed in protecting the worker against accident or injury and they believed in insuring the worker, but they also believed in the man who was engaging the worker to perform a task, in order that he might rake in the profits, being held responsible. It was absurd to carry this legislation to the extreme that the poor individual who was giving his business to a contractor was to be compelled to see that the worker engaged by the contractor was insured.

Mr. O'Loughlen: In how many cases will it be taken to the principal?

Hon. FRANK WILSON: If provision was made for claims to be taken to the principal one might be sure that they would be taken to him.

Mr. O'Loughlen: If the contractor has no means how is the worker to get compensation?

Hon. FRANK WILSON: Would the hon. member think it fair to be held responsible for an injury sustained by his tailor's workman?

Mr. Munsie: No, nor would he be responsible under this Bill.

Mr. O'Loughlen: Can you suggest a method whereby the worker can come on somebody else besides the contractor?

Hon. FRANK WILSON: It was absurd to say that a man who engaged an employer of labour to do casual work for him should be held responsible in the event of accident to any employee of that employer.

The Attorney General: I say he is not responsible.

Hon. FRANK WILSON: But the member for Subiaco, who evidently was the power behind the throne, said "Yes." The hon. member was president of the Trades Hall.

Mr. B. J. Stubbs: You are out of date.

Hon. FRANK WILSON: The clause clearly showed that the principal was responsible to the man employed by the contractor, but the Bill went further and said that if a person was lent out to another the principal must indemnify the contractor. It would leave us in a hopeless muddle and lead to any amount of litigation. He moved—

That after "principal" in line 2 of Subclause 1 the words "in the course of or for the purpose of his trade or business" be inserted.

This would bring the clause into line with the Imperial Act.

The ATTORNEY GENERAL: The words were already in the clause and also in the definition of "worker." The principal was not liable unless the work in which the worker was employed at the time of the accident was directly a part of, or a process in the trade or business of, the principal. The language

of the clause was extremely simple. The principal was exempted in the words taken from the English Act, the casual worker was exempted and members of families were exempted. The principal was liable, but the contractor was liable to the principal and must indemnify the principal for whom the work was being done.

Hon. Frank Wilson : The contractor should be made to insure his worker.

The ATTORNEY GENERAL : The contractors could not be made to insure. On all jobs the men should be insured where there were risks. Bills of this kind, however, were educational in that respect, and made people think of their obligations. In almost all contracts of any size nowadays there was a stipulation that there should be insurance under the Workers' Compensation Act.

Hon. J. MITCHELL : Would the Minister consider the advisability of compelling people taking contracts to insure their workers?

The ATTORNEY GENERAL : The Government had in course of preparation an insurance scheme of their own which would embrace every form of insurance. We could not say to one person "You shall insure," and to another person "You shall only fix your premium at so and so." If the insurance companies fixed the premium at £1,000 a year we could not compel people to insure. Until we had State insurance we could not have compulsory insurance.

Hon. J. MITCHELL : Did the Attorney General mean to make people liable beyond the scope of the present insurance policies?

The CHAIRMAN : The hon. member cannot get away from the amendment.

Amendment put and negatived.

Hon. FRANK WILSON : As intimated on the second reading he would move to exempt farmers from liability in regard to thrashing or ploughing, or other agricultural work done by contract. The words in the Imperial Act were in the shape of a proviso to a similar provision to this clause, and provided that where the contract referred to thrashing or ploughing, or other agricul-

tural work, and the contractor provided machinery or other mechanical power, he should be liable to pay compensation for any workmen employed by him on such work. We had growing up in our midst contractors of this description who owned their own machinery and travelled round the country taking contracts from farmers. We should not impose the liability on the small farmer to see that the men employed by these contractors, casually employed in the district, were insured against any accidents. That ought to be the responsibility of the contractor. The amendment he suggested should follow Subclause 2.

The Attorney General : In South Australia it comes under the definition of worker.

Hon. FRANK WILSON : Legislation in definitions was not desirable. The small farmers ought not to be saddled with this responsibility. The workers had recourse against their legal employers, the men with whom they were travelling in attendance on these mechanical plants. To those employers they should look for compensation, and not to the farmer. He moved an amendment—

That at the end of paragraph (b) of Subclause 3 the following proviso be added:—"Provided that, where the contract relates to thrashing, ploughing, or other agricultural work, and the contractor provides and uses machinery driven by mechanical power for the purpose of such work, he and he alone shall be liable under this Act to pay compensation to any workman employed by him on such work."

Mr. MALE moved an amendment on the amendment—

That after "agricultural" the words "or pastoral" be inserted.

This would make the clause apply to shearing plants which periodically went about the country in the same way as the agricultural plants referred to.

The ATTORNEY GENERAL : Purposely in this measure all employers had been put on the same footing. The argument of equality for all had been advanced many times to-night. We should not make a definition in the Bill giving

one set of employers privileges which we could not give to another. What was good for one section of the community was good for all. Moreover we must afford to the worker a certainty that his compensation would be forthcoming, and with this object in view we must avoid excluding anyone from responsibility.

Mr. A. E. PIESSE: The Attorney General, apparently, failed to realise the far-reaching effects the clause would have if the amendment were not agreed to. It might be that the contractor who was engaged in shearing or threshing operations for a small farmer would be only a day or two on the farm, in which case the farmer would not be able to take out an insurance policy covering his risk during that time. He would have to take out a policy extending over six months, for the reason that the insurance company would not accept the risk for a shorter period. Thus the cost of carrying out the work would be greatly increased, and in many cases the farmer would not be in a position to meet the increased charges. Moreover, it would be impossible to anticipate the coming of the contractor, the first notice of whose coming would be his actual arrival, whereupon the farmer would have to drive into the nearest town to obtain his insurance policy.

Mr. FOLEY: The hon. member had said it would not be possible for a small pastoralist or farmer to take out an insurance policy for the contracting party for only two days; but it would be possible for him to previously take out a policy covering the number of men he considered he was going to have at that shearing shed, and the time during which they would be there occupied. The primary object of the clause was to ensure that the worker should be paid his compensation. It would be for the pastoralist and the contractor to fight out the question of who was going to pay the worker. The amendment would work considerable hardship on the small contractors. The pastoralists should be put on a footing with the small mine owners, each of whom had to observe all the covenants in the Workers' Compensation Act.

Amendment on the amendment (Mr. Male's) put and negatived.

Hon. J. MITCHELL: It became abundantly clear that compulsory insurance would have to be faced. The Attorney General knew that until a threshing plant came along it would be impossible for the farmer to find out whether or not the men were already insured. It was questionable whether the farmer could take out a cover for the man employed by the contractor. These plants were run by men of limited means. Many farmers might not understand the terms of a policy, and there was no chance of seeing that the men employed on a plant were insured. It would be better if the Minister insisted on compulsory insurance before anyone undertook a contract. If a farmer had to pay compensation, it would probably ruin him. Chaffcutting, threshing, clearing, and shearing was work which was often let by contract, and the men who undertook the contracts should have to insure their employees.

Mr. A. E. PIESSE: It would be reasonable and fair to make insurance compulsory on the part of a contractor. It would be simple to make it mandatory that before a contractor undertook contract work he should produce an insurance policy. He did not know whether we should not go so far as to throw some of the responsibility on the employee.

Mr. Taylor: Like the farmer, he would not understand it.

Mr. A. E. PIESSE: The whole of the responsibility should not fall on the employer. The employee should interest himself to the extent of seeing that he was covered and the contractor should have to produce a policy before undertaking any work.

The ATTORNEY GENERAL: It would please him to impose compulsory insurance, but it could not be done as the machinery did not exist.

Mr. A. E. Piesse: You are making it compulsory by an indirect way.

The ATTORNEY GENERAL: If it was made compulsory the Government must have the institution in their own hands. How absurd it was to think of passing a law to compel John Smith to

go to a particular insurance society and insure.

Mr. A. E. Piesse: You are not so solicitous about the employers.

The ATTORNEY GENERAL: The hon. member could rest assured that the Government were solicitous about all.

Mr. George: Not a bit of it.

The ATTORNEY GENERAL: Members should understand that the Government were solicitous to the extent of insisting on all observing the law.

Hon. Frank Wilson: There are different circumstances.

The ATTORNEY GENERAL: Miners on the backblocks had the same difficulties to contend with, and he would not believe that the farmers were the ignorant people some of their representatives would make out. They were more capable of reading than they were given credit for, and were quite capable of looking after their interests. In two months after the measure was passed, he guaranteed that the farmers would know all the provisions that would be likely to affect them. There was no reason why they should be exempted.

Hon. J. Mitchell: What if the insurance companies will not cover all you provide in this measure?

The ATTORNEY GENERAL: The companies would undoubtedly come to the rescue. It would be to their interest and that of the workers, and the whole State would profit by it.

Hon. J. Mitchell: Let us make the rates they should charge.

The ATTORNEY GENERAL: That could not be done.

Mr. FOLEY: The amendment should be rejected. If the farmers were ignorant of the scope of the Bill, the passing of it would make them more concerned about their own interests. They would see that contractors working for them had their men insured. If the contractor alone was covered by the clause the kindly feeling of the Opposition to the workers would not be so manifest. Whenever legislation was introduced, exemptions were sought for the farmers. There was no reason why exemptions should be made for the agricultural industry, any more

than any other industry. If a man took up a lease under the Mining Act he had to comply with every section of the law. Such a man was as much a pioneer as any farmer.

Hon. FRANK WILSON: Compulsory insurance could not be inserted at present. He wished means could be found to insert it, and to provide that the workers should contribute towards it. Both employer and employee should contribute towards the insurance of all workers against injury or death. That could not be done at present, because we would be creating a monopoly inasmuch as we would compel people to go to existing companies and presumably they would put up their rates. There must be a comprehensive scheme whereby all should contribute if it was made compulsory that all workers should be insured. That was a matter for future legislation. He believed it already existed in Germany, and protected not only the worker but the ordinary individual in walking from his business to his home or *vice versa*. It made provision for the dependants of any man. He would like to see reasonable legislation introduced with that object. It would also cover liability for injury while being employed. The point made by the Attorney General, the comparison between the farmer and the small mine owner, was hardly applicable; the two cases were not parallel. Whilst one admitted that the worker employed on the farm or a mine must receive protection, yet the responsibility in the one case was easily covered; it was of a permanent nature, but in the other it was not easily covered and it was not of a permanent nature. There were hundreds of struggling farmers, men who were trying to improve their properties under the conditional purchase system, and they had not the money to provide themselves with the machinery such as was embraced in the proviso. If a travelling contractor came along and offered to cut the farmer's chaff, the farmer would have to ask whether the contractor's employees were insured and if they were not he would have to pass that contractor on, and the chaff would not be cut. It was necessary

to give these extreme instances. Perhaps the farmer would chance employing the contractor, because he might want money.

Mr. Turvey: Would not that travelling contractor insure his employees just as a small mine owner would?

Hon. FRANK WILSON: There was no desire to take away the responsibility from the travelling contractor; he wanted to make the travelling contractor fully responsible, and the proviso said he would be responsible, but we should not make a small farmer responsible. The small farmer could not control the contractor who might be working for him for a day or perhaps only half a day, and the farmer had to take a risk because the contractor had not taken out a policy. If an accident occurred, up would go the farmer and the small contractor as well. We should not go to that extent. Evidently in the old country they thought such a thing would not be fair.

Mr. Dooley: What is your remedy?

Hon. FRANK WILSON: The remedy was to fix the liability on the contractor; let the contractor only be liable and thus we would be doing justice to a large section of the community who could not afford and were not in the position to enforce the observations of insurance as the small mine owner was.

[Mr. Male took the Chair.]

Mr. HOLMAN: A great deal more than was necessary had been said by hon. members about the insertion of these paragraphs. One would think it would be an impossibility for any farmer to insure his workmen. So far as this insurance was concerned, there was practically no hardship inflicted upon the farmers.

Hon. Frank Wilson: These are not his men.

Mr. HOLMAN: A great number of the men who travelled with machines and did the chaffcutting work generally had the machines only and allowed the farmers to supply the necessary labour.

Hon. Frank Wilson: Then the farmer would be liable.

Mr. HOLMAN: Under those circumstances he would be liable for some and not liable for others. The best thing to do would be to make somebody absolutely liable and that was the farmer who had the work done himself; there was no special hardship to ask any farmer to make provision by insurance. The arguments used by the leader of the Opposition were hardly correct because at the present time it was possible to insure old or new workmen.

Hon. Frank Wilson: But these are not the farmer's workmen.

Mr. HOLMAN: They were indirectly. There were insurance companies that would take the full liability and pay full compensation in the event of an accident, and all that they would ask was 15s. per cent. He (Mr. Holman) had insured men on his own property for that sum.

Hon. J. Mitchell: The cost is £2 per cent. for chaff cutting.

Mr. HOLMAN: The companies made out the insurance policy and the declaration was made as to the number of men employed and the amount of money which had been spent on the farm.

Mr. Broun: They refused me the other day.

Mr. HOLMAN: These references related to his own experience, and he was satisfied that if any man was injured under the policy he held in connection with ordinary farming work, that policy would cover it and the companies would pay compensation. Under the provision brought forward by the Attorney General, power would be given to any workman to recover compensation, and the provision was not for the purpose of protecting the small farmer or the small mine owner, it was for the purpose of protecting the man. No injustice would be done to a farmer if the clause was passed, because the farmer could take necessary precautions to protect himself. The only one we had to consider was the man who was forced to work for his living and who was not in a position to protect himself. It only meant the expenditure of a few shillings per year to provide themselves with the necessary protection, and the farmers would rather

be put in that position than be liable to a big lawsuit, because the man who came along with a chaffcutting machine might be only a man of straw, and would not have the means to pay compensation if any accident happened. He trusted that members would not view this question from the standpoint of giving protection to the employer, because this was a measure to provide compensation for the worker in the employ of any employer at all.

Hon. H. B. LEFROY: If the remarks of the previous speaker were to hold good, many of the objections on the part of the Opposition members would fall through, but it was not at all certain that the methods stated by the hon. member were applicable in all instances under this clause. The case of the small mine owner and the farmer were not analogous. The battery did not travel round; the mine owner had to come to the battery; the chaffcutter on the other hand came to the farmer. If the farmer found it necessary under this law to look after himself he would do so, but how he was going to insure people when he did not know they would be working for him was difficult to understand. A man could insure those who were permanently employed on his property, but men who came round with a chaffcutter were not permanently employed, and the farmer might be far away from an insurance office. The onus ought to lie with the contractor and if he was obliged to insure, the workers would be amply protected. This Bill would mean that when the chaffcutting machine came round the farmer would have to ask the owner whether his men were insured, and if they were not he would be obliged to refuse to employ the machine. Unless the exemption proposed by the leader of the Opposition was agreed to great injustice would be done to the struggling farmers who were seeking to open up the back country. The amendment was nothing more than equitable to those engaged in the farming and agricultural pursuits.

Mr. HARPER: There were small farmers who did not employ any labour, but who, having some hay to cut, were obliged

to employ a travelling machine. It would be a great hardship upon them if they were compelled to take out a policy for a few days' work of that description. All these policies cost a certain amount of money and it would be much more satisfactory if the contractor was made responsible for those working his machine. Agriculture was the only ray of hope in Western Australia at the present time.

Mr. TURVEY: Have you no faith in the mining industry?

Mr. HARPER: The share list showed how the mining industry was going down. The farmers should be given a fair show to build up the State, instead of having burdens placed upon them which they would be unable to bear. There were not many accidents in the agricultural industry, and this compulsory insurance would be taking money from the pockets of the farmers which they could not afford. The insurance premiums would be high, and probably they would be the last straw which would break the camel's back.

[Mr. Holman resumed the Chair.]

Amendment (Hon. Frank Wilson's) put, and a division taken with the following result:—

Ayes	..	..	..	10
Noes	..	..	..	26
				—
Majority against				16
				—

AYES.

Mr. Allen	Mr. Mitchell
Mr. Broun	Mr. Monger
Mr. Harper	Mr. A. E. Plesse
Mr. Layman	Mr. F. Wilson
Mr. Lefroy	Mr. Male

(Teller).

NOES.

Mr. Bath	Mr. McDowall
Mr. Carpenter	Mr. Mullany
Mr. Collier	Mr. Munzie
Mr. Dooley	Mr. O'Loughlen
Mr. Dwyer	Mr. B. J. Stubbs
Mr. Foley	Mr. Swan
Mr. Gardiner	Mr. Taylor
Mr. Gill	Mr. Thomas
Mr. Green	Mr. Turvey
Mr. Hudson	Mr. Underwood
Mr. Johnson	Mr. Walker
Mr. Lewis	Mr. A. A. Wilson
Mr. McDonald	Mr. Heilmann

(Teller).

Amendment thus negatived.

Clause put and passed.

Clauses 10, 11—agreed to.

Clause 12—Application of Act to industrial diseases, Schedule 4:

Hon. FRANK WILSON moved an amendment—

That in line 7 of paragraph (i.) of the proviso to Subclause 1 after "information" the words "or is not sufficient to enable the employer to take proceedings under the next following proviso, be inserted.

These words were in the Imperial legislation. It was provided in the clause that the worker or his dependants if so required should furnish the employer with the names of all the other employers employing the worker during the 12 months, and that if such information was not furnished, the employer, upon proving that the disease was not contracted whilst the worker was in his employ, should not be liable to pay compensation. The words "such information" were not sufficient; it would be advisable to adopt the wording of the English provision and add the words so that if the information was not furnished, or was not sufficient to enable the employer to take proceedings against other employers, the worker should not be liable to compensation if the disease from which the worker was suffering was clearly contracted while he was working for some previous employer.

The ATTORNEY GENERAL: The words proposed to be inserted were unnecessary. The information to be furnished to the employer was the name and address of the previous employers, and if it was not correctly given it was insufficient and therefore the employer was relieved from liability. Inserting the words might lead to confusion that could not possibly occur in the present instance. There could be no doubt of what adequate or insufficient information was; it was the failure to supply the correct names and correct addresses of the previous employers. There was danger of litigation in inserting the other words, and for that reason they had been excluded from the Bill.

Hon. FRANK WILSON: The Imperial Parliament certainly had not inserted these words for amusement or for the edification of the members of the House of Commons.

The Attorney General: There has been bad drafting in the House of Commons.

Hon. FRANK WILSON: In the House of Commons Bills were first submitted to the scrutiny of committees, and there was more likelihood of care being exercised in the drafting of Imperial legislation than there was in our legislation, especially when so much was rushed at the beginning of the session, as was very often the case. The words proposed to be inserted could only saddle the responsibility more firmly on the complainant to assist his present employer to pass the liability on to previous employers responsible. It was only reasonable that we should make him responsible to give that information. He might simply give the name and address of some small employer in a populous district, and that small employer might not be found, he might clear out, perhaps leave the country, and the employee would not give any information to his present employer.

Mr. Heitmann: How can the injured man assist further?

Hon. FRANK WILSON: The injured man might be in collusion with the previous employer to get the latter clear of the liability. At any rate it was not doing anything wrong to insist that the worker should give information to the employer to enable him to fasten the liability on those responsible. This had been found necessary in the English Act. It was sometimes very difficult to determine where a disease had been contracted, but before anything at all could be proved it was necessary to find the previous employer.

Mr. Heitmann: If the disease was obvious the employer would not have employed the worker.

Hon. FRANK WILSON: In all probability that point would operate in the case of large industrial concerns. Large employers of labour would be very careful

not to give employment to workers suspected of suffering from any of these diseases in incipient form.

Progress reported.

WICKEPIN-MERREDIN RAILWAY DEVIATION.

Council Select Committee's Report.

Message from the Council received and read notifying adoption of the report of the select committee on the Wickepin-Merredin railway deviation, and requesting the concurrence of the Assembly therein.

MINING DISASTER AT MOUNT LYALL.

Reply to Message of Sympathy.

Mr. SPEAKER: I desire to announce that I have received the following telegram from the Hon. the Speaker of the Tasmanian Legislative Assembly:—

The Honourable the Speaker, Legislative Assembly, Perth. Resolution of sympathy on North Mount Lyall Mine disaster read to the House, and I am desired to express its high appreciation of same.

House adjourned at 10.41 p.m.

Legislative Council.

Wednesday, 23rd October, 1912.

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

STANDING ORDER SUSPENSION.

New Business after 10 p.m.

The COLONIAL SECRETARY (Hon. J. M. Drew): On Thursday last I moved a motion asking the House to agree to an alteration in the hours of sitting, requesting members to consent to sit at 3 p.m. on Tuesday and Wednesday instead of at 4.30 p.m. During the course of the debate that followed, a number of members expressed themselves as satisfied to sit late in preference to sitting early, and they said that if a motion was submitted extending the hours of sitting in order that we might take new business after 10 p.m., they would give it their support. In consequence of these expressions of opinion and in view of the fact that the Notice Paper is still very bulky I beg to move—

That for the remainder of the session, Standing Order No. 62 be suspended.

Hon. W. Patrick: That is to enable us to take new business after 10 p.m.

The COLONIAL SECRETARY: Yes.

Hon. J. E. DODD (Honorary Minister): I second the motion.

Question passed.

BILL — AGRICULTURAL LANDS PURCHASE ACT AMENDMENT.

Third Reading.

The COLONIAL SECRETARY (Hon. J. M. Drew): I beg to move—