Legislative Assembly,

Tuesday, 23rd October, 1906.

THE SPEAKER took the Chair at 4·30 o'clock p.m.

PRAYERS.

PAPERS PRESENTED.

By the MINISTER FOR MINES: Regulations under the Explosives Act.

By the TREASURER: Advance copy of Resolutions of Proceedings and Debates of Inter-State Conference held in Melbourne during October, 1906.

QUESTION—BATTERY BOARD REPORT.

MR. HOLMAN asked (without notice): When will the report of the Battery Board be printed?

THE MINISTER FOR MINES replied: I am expecting it daily.

BILL—MINES REGULATION.

IN COMMITTEE.

Resumed from the 11th October; MR. ILLINGWORTH in the Chair, the MINISTER FOR MINES in charge of the Bill.

SUNDAY LABOUR.

Postponed Clause 41—No person to be employed for more than 13 days in a fortnight:

MR. BATH moved, That in line 2 the word "thirteen" be struck out and "six" inserted in lieu. There would be a consequential amendment to strike out "fortnight" with a view of inserting "week." It would require a special adjustment in order to insure that all the men employed in the mines obtained one Sunday off per fortnight, and in view of the necessary adjustment to secure that, and seeing that a special staff of men would have to be employed to relieve other men, it would be just as easy to secure an extra number of men so as to give the miners two days off a fortnight as to give them one day. No great difficulty would be involved. The men should have two Sundays off per fortnight, or two equivalent days.

THE MINISTER FOR MINES objected to the amendment, and assured members there would be great difficulty in giving effect to the clause even as it stood. To give holidays to men in responsible positions was not easy; even the Labour Government in their Mining Bill made no provision for such workmen having Sundays off, though an attempt was made to provide that a man who had been employed for 12 or 13 weeks should get a fortnight's holiday without pay. The Chamber of Mines, who strongly objected to the clause, declined to give men any holidays on full pay. This difficulty ought to be settled in the Arbitration Court; for though a man who worked on Sunday should receive some extra payment, the Bill was not the proper means of fixing wages. If the court insisted on this clause, there would be no unnecessary Sunday labour. The amendment would make the clause still more difficult of enforcement. He would favourably consider an alternative suggestion, that men who worked continuously for a certain period should get certain holidays on full pay. The Chamber of Mines urged that men in responsible positions should be exempted; but to that he was not inclined to agree, unless the mine managers gave him an undertaking that men working on Sunday should receive some extra pay. It would be wrong to dictate in this Bill the terms of payment, thus usurping the functions of the Arbitration Court.

MR. HOLMAN: The Arbitration Court had refused to deal with the question of Sunday labour, preferring to leave it to the Legislature. The amendment was imperative. A six-days working week was sufficient for any man, and this was strongly advocated by the Minister for Mines when a private member. Speaking in 1899 he (Mr. Gregory) said he would move that miners should not be employed more than 48 hours a week; that the number of hours should be limited and unnecessary Sunday labour prohibited; that he wished to prevent sinking, driving, stoping, or crushing ore on Sunday; that people who wished to crush ore on Sunday wished to exploit the country and quit as quickly as possible; and that a

man should be prevented from working seven days a week, for he would thus make a little extra and get out of the country more quickly; that such men were depriving certain other men of employment; and that seven days' work was not necessary, except in cases of emergency. In Victoria Sunday work was never found necessary; yet the amendment did not altogether prohibit such work, but asked merely that where it was necessary it should not be done by men who had already worked six days in the preceding week. The Minister should be consistent with the opinions he held in 1899. Since its formation the Chamber of Mines had done very little good, had caused more labour disputes than had ever previously been thought of, and had done everything possible to undermine the industry, to rob the workers, and to starve the country for the sake of enriching a few foreign capitalists. It was regrettable that the Minister had become the advocate of the chamber.

THE MINISTER denied the statement, and asked for its withdrawal.

MR. HOLMAN might say——

THE CHAIRMAN: The hon. member must not discuss the point.

MR. HOLMAN withdrew, in accordance with the rules of the House; but the whole tenour of the Minister's argument to-night was that the Chamber of Mines believed the amendment would result in great loss to the mining companies; and if that was not voicing the opinions of the chamber, what was it? Those opinions should not weigh with members who were here to legislate in the interests of the country, and as far as possible to protect the miners who for fear of dismissal were compelled to work on Sunday. On the 28th September 1899, the Minister moved in the House to prevent Sunday labour, and said that in many cases this labour was compulsory. He must have had good ground for that statement. Why should he now refuse to prevent the employment of men for more than six days a week, while there were hundreds anxious to get a day's work?

THE MINISTER assured the House that he had not in any way varied his opinions on unnecessary Sunday labour, which he had always strongly opposed.

MR. TAYLOR: The opposition had been qualified.

THE MINISTER: The member interjecting and the member for Murchison (Mr. Holman) were always unwilling to take responsibility themselves. When they were in office the Labour Government did not try to prevent Sunday labour, but merely to provide that any person employed seven days a week should be entitled to holidays at the rate of one whole day or two half days for every eight weeks, whether consecutive or not, during which he was so employed. Those members recognised, just as he did, that there was certain work in connection with mining which it was absolutely essential should be carried out on a Sunday; therefore Section 44 of the present Act was provided. But in passing it, no penalty was provided under that section; and consequently if a miner after working eight weeks applied for his holiday, he was given a holiday without pay. The Chamber of Mines placed certain arguments before him, and of course mine managers were justified in placing their views before him as Minister, and also before members of the House. As showing that he was actuated by a desire to obviate unnecessary Sunday labour Clause 47 of the Bill provided that an inspector of mines should not grant permission for certain classes of work, such as the breaking of stone in a mine on Sunday without the sanction of the Minister who was responsible to Parliament. The mining companies had shown at any rate to his satisfaction, that they would be unable to carry on mining work unless allowed to carry on certain processes that were continuous, and which could not be stopped on Sunday without great inconvenience and loss. If that were so in regard to a complete change of staffs once a fortnight, it would be more accentuated if the complete change were made compulsory once a week for attending to those processes that were continuous. Farther, it was constituted an offence in this Bill, both by the employer and the workman, if the latter worked for more than 13 days consecutively; and he trusted the House would agree to that provision. The clause under discussion was of his own drafting, and might be accepted for the present by the Leader of the Opposition

and by the Committee; but if, later on, the mine managers could suggest an alternative proposal providing that after a man had worked for a given period he should be entitled to holidays on full pay, that might be adopted in lieu of the proposal in the clause. To impose a farther limit might be an infringement of the scope of the Arbitration Act, and that was not desirable.

MR. DAGLISH: The point was whether the clause went far enough. If it were practicable to allow men to have one day off in 14, would it not be practicable to allow them one day off in seven? The new principle contained in the Bill was that a man should not work on every other Sunday. In all other legislation it had been decreed, without reference to the Arbitration Court, that a man should work only on six days in a week, except in cases of emergency. The question was whether this legislation was not merely preventing a certain class of mine workers from enjoying one day's rest a week, for the purpose of reducing expenses to the mining companies rather than for the purpose of carrying on the mining industry. The Minister had given no conclusive evidence that the necessities of mining required a certain number of workers to forfeit one day's rest in seven; and until that evidence was given, the amendment should be supported.

MR. TAYLOR: The Minister, with his experience in the administration of his department, should have been in a position to advance some tangible reason why the necessities of the industry limited the innovation to be made in this matter to one holiday in 14 days. The men did not desire to work on Sunday, but they could refuse only at the risk of sacrificing their billets. For that reason it should be made clear that an employer could not call a man to work on Sunday. They did that in the days gone by, but now they would not do so. They would simply make arrangements by which they could dismiss a man because he had objected to work overtime or to work on Sunday. Mining could be carried on successfully by working only six days in the week.

THE MINISTER: The question to be settled first was whether mining machinery should be allowed to run on Sunday or not. If we stopped the machinery, the clause would be absolutely useless, because we would not, except in cases of emergency, allow men to work underground on a Sunday at all. The conditions referred to by the member for Mt. Margaret (Mr. Taylor) did not apply at the present time, and were not likely to apply. Logically he (the Minister) could not support the clause as he had drafted it, and he was getting a good deal of trouble from the mining managers through the drafting of that clause; but he refused to take the clause out of the Bill because he did not wish to see men working continually without having a holiday. He had gone farther than the extent to which the mining managers said they could meet him. It was absolutely necessary that the furnaces should be kept continually going. They could not be stopped except at enormous loss, and there must be certain men employed. Let us presume that in Clause 41 we were only dealing with these few people. We might strike out of Clause 46 certain provisions for allowing work on Sunday, and he himself was going to suggest one amendment. It must be admitted in connection with mining that certain persons must be continuously employed on that mining machinery. For a start we could provide that they should be employed no more than 13 days in succession. The Leader of the Opposition said we should make it not more than six.

MR. BATH: One was as easy as the other.

THE MINISTER: We ought to insist on a man having every second Sunday.

MR. WALKER: Why not every Sunday?

THE MINISTER: Because it was impossible to get hold of men to take charge of the machinery.

MR. BATH: It was not more impossible than what the Minister proposed.

THE MINISTER: The mine managers told him that if we passed this clause it would mean closing down their plant. Presumably the various companies would have to arrange to get a certain number of men to do the work. He would like to give this proposal a trial.

MR. A. J. WILSON: What was the present law in regard to Sunday labour?

THE MINISTER: There was nothing to stop a man from being continuously

employed from the 1st January to the 31st December.

MR. A. J. WILSON: In any part of the mine?

THE MINISTER: No; underground. The law provided that no person should be employed more than 48 hours underground except in cases of emergency, or of special permission given by an inspector.

MR. COLLIER: A very elastic meaning had been placed on the word "emergency."

THE MINISTER: In 1897 and 1898 these plants had not attained to such enormous proportions as at present. On the Oroya-Brown Hill there were 2,800 tons of ore always in a state of transition in that plant. The ore was continuously moving from machine to machine, and if one stopped any portion of that plant it meant stoppage of the whole. The stoppage of portions of that plant would mean very great loss to the company. Had a reasonable proposition been made to him by the mine managers to the effect that they would provide holidays on full pay, he would have suggested an amendment so as to enable them to have certain men continuously employed for eight, ten, or twelve weeks, in order that at the end of that time they would get certain holidays. The managers had not, however, been able to make any proposal of that nature to him, therefore he had insisted on the clause as it stood. We were justified in putting some limit, and the limit he suggested would be very acceptable to the men, and fair provision might be made by the mining companies so as to be able to carry out the clause.

MR. A. J. WILSON: There were members of experience present, and if they would give their opinion as to whether what was proposed was necessary, others would be in a much better position to decide on the merits of the question. The Minister should agree to postpone the clause until Clause 46 had been dealt with. Members unfamiliar with the conditions on mines would then be in a better position to decide on the merits of the controversy.

MR. BATH: The amendment would not entail any greater difficulties than would the proposal of the Minister, while it would insure one day's rest in every week to men employed on mines. Recently in France a law was passed in favour of a universal holiday once a week, irrespective of whether the work on which a man was engaged was a continuous process or not.

MR. A. J. WILSON: But under the clause, might not the holiday be Wednesday as well as Sunday?

MR. BATH was not asking that the day should necessarily be Sunday, but that day was preferable. As the Minister's proposal involved the maintenance of extra men, there would be no great difficulty in requiring a slightly larger number of additional workmen so that the holiday might be weekly instead of fortnightly.

MR. BARNETT: As the proposal of the Minister would inconvenience the mine managers to the extent that it would be necessary to employ additional labour, he failed to see that any hardship would be entailed by the farther inconvenience of providing that a slightly larger number of additional hands should be employed so as to allow a day's rest once a week. The majority of men were content to earn six days' wages in a week, and the amendment should be accepted.

MR. WALKER: The Minister deserved credit for having introduced the innovation in the clause; but if it were permitted to remain in the form as proposed, it would practically amount to a declaration by law on the part of the State that a man should work 13 days in a mine before he was entitled to a day of rest. The Minister proposed a mitigation of the existing evil, and to that extent he must be given credit as a reformer; but if that step was found necessary, why not recognise the right of miners to a weekly day of rest, as was done with other classes of workers? Scores of men on the goldfields would be glad to get part of the extra work so required; and if only on that score the amendment should be acceptable. Better not say anything on this question, rather than enact that a man must work 13 days before he was entitled to a day of rest.

MR. SCADDAN: The question under discussion was not that of Sunday labour in mines, which was dealt with in a later portion of the Bill. The clause submitted by the Minister was vague, because under it a man might be employed every Sunday in a month, whereas under the amendment it was impossible for a man

to be employed continuously for more than one Sunday in a month. The objection that it might be difficult to obtain the necessary skilled labour to operate the machinery had already been provided against in most of the mines. The most difficult of the machines were the big winding engines, and in the Great Boulder mine there was an extra man employed capable of taking control of that engine when, through illness or other cause, the regular man was not available.

THE MINISTER: One extra man would not be able to work two or three shifts.

MR. SCADDAN: The real objection was that companies did not desire to pay an engine-driver's wages to an extra man; and for that reason the extra man was always engaged on other work about the mine.

THE MINISTER: But under the amendment they would require three extra men.

MR. SCADDAN: No. Three of them could take separate days off. It was the practice on the Great Boulder mine that the two men on the winding engine should take every other Sunday off, and every shift at crib-time a man took charge of the engine, showing that already provision was made for manning an engine. He was altogether averse to the proposal of the Minister. It might be tried; at the same time if a compulsory provision could be made to give men one day off in seven, it would be better. Where skilled labour was required provision had already been made. Managers had always put up a fight to attempt to make slaves of the workers. We were not discussing the question as to whether treatment plants should continue working on Sunday. That was apart from the present proposal. He believed only roasting plants, agitating plants, and cyanide plants should be allowed to work on Sunday. One engine-driver at the Great Boulder mine worked for seven days a week for seven years continuously until his health broke down.

THE ATTORNEY GENERAL: Did he ever ask for a holiday?

MR. SCADDAN: He had a holiday.

THE MINISTER FOR MINES could not accept the statement that men were employed continuously for seven years without a holiday.

MR. SCADDAN: That was not stated.

THE MINISTER: Probably it was the man's own fault. He knew an instance where a man in charge of machinery on a mine contracted typhoid fever and was away eight months from his work. Instructions were given by the management that a man was to be temporarily employed until the engine-driver came back. The man's billet was kept open for him for eight months. He knew hundreds of cases where men working underground, good miners, having expressed a desire for a holiday to go to the East, had been granted the holiday and their billets kept open for them. Managers were always anxious to keep good men. He could hardly think it credible that a mine manager should insist on a man continuously working for seven years without a holiday. He would be prepared to accept the amendment that a man should only be employed for six days a week if it applied only to unskilled labour, but it would not apply to men working underground, because Clause 42 provided that a man should not be employed for more than 48 hours a week underground.

MR. SCADDAN: How would that be put in operation?

THE MINISTER: It was an offence against the Bill if a manager employed a man underground for more than 48 hours a week. If members desired that this clause should apply only to unskilled labour he would agree to the provision, but when we dealt with skilled labour he foresaw great difficulties in carrying out the provision.

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

Ayes	...	...	16
Noes	...	...	21
Majority against	...		5

AYES.	NOES.
Mr. Barnett	Mr. Brown
Mr. Bath	Mr. Carson
Mr. Bolton	Mr. Eddy
Mr. Collier	Mr. Ewing
Mr. Daglish	Mr. Foulkes
Mr. Davies	Mr. Gordon
Mr. Heitmann	Mr. Gregory
Mr. Holman	Mr. Gull
Mr. Horan	Mr. Hicks
Mr. Hudson	Mr. Keenan
Mr. Johnson	Mr. McLarty
Mr. Scaddan	Mr. Mitchell
Mr. Taylor	Mr. Monger
Mr. Underwood	Mr. N. J. Moore
Mr. Walker	Mr. S. F. Moore
Mr. Troy (*Teller*).	Mr. Price
	Mr. Smith
	Mr. Stone
	Mr. Veryard
	Mr. F. Wilson
	Mr. Hardwick (*Teller*).

Amendment thus negatived.

MR. GORDON opposed the clause. Did the Opposition wish, in order to relieve the unemployed, to provide for only 12 consecutive days' work? If they succeeded they might subsequently try to legalise a six-hours day. A man inclined to work for 14 consecutive days should be allowed to do so; and unnecessary Sunday work was already provided against. We were evidently doing all we could to prevent people prospering in this country. The clause would prevent a man from making up time lost through sickness.

MR. SCADDAN: Would the Minister provide by regulation that a permit must be obtained before the emergency proviso could be availed of, otherwise the working of engines driving plant would be considered emergency work? The remarks of the preceding speaker were unworthy of notice. He advocated slavery. Surely no one else would plead for absolute freedom of contract. It did not follow that a person who wished to do a certain thing should always be permitted to do it.

THE MINISTER FOR MINES: The clause should be read in conjunction with Clauses 44 to 48. If necessary, an amendment would be introduced to make this clear.

MR. COLLIER: Would the Minister accept an amendment with regard to unskilled labour, on the lines which he suggested just prior to the division?

THE MINISTER: To define skilled labour and unskilled labour would be difficult without the assistance of the Parliamentary Draftsman. The member for Ivanhoe (Mr. Scaddan) would be consulted with regard to recommittal. Personally he (the Minister) did not object to providing that unskilled labourers should not be employed more than six days a week. The difficulty was with skilled men in charge of machinery. Substitutes for them were not easy to find.

Clause put and passed.

Postponed Clauses 44, 45—agreed to.

Postponed Clause 46—Exceptions:

THE MINISTER moved an amendment—

That the words "when in the opinion of the inspector the inflow of water is so serious as to necessitate continuous work," be added to Subclause 5.

It would not do to allow anyone to continue sinking a shaft on Sunday because there was a little water in it. The inspector must have discretion.

Amendment passed.

MR. SCADDAN moved an amendment that a new subclause be added—

Ore reduction plants as set out in Subsection 1 of this section shall not be exempt after the first day of January, 1908.

Subclause 1 exempted smelting or roasting furnaces, or ore reduction plant using cyanide or chemicals in a continuous process, thus enabling them to be worked on Sunday. Plants using cyanide or other chemicals need not be worked on Sunday. In Victoria the only mining plants worked on Sundays were furnaces and roasting plants. Sunday work was unnecessary for the mill engine and cyanide plants. Such plants were often closed down for cleaning up or repairs. Mine-owners objected that the amendment would involve hardship by diminishing the quantity of material treated; but by the 1st January, 1908, they could make provision to meet the altered circumstances. Some said the present plants of the big mines on the Kalgoorlie Belt could not be increased; but the Great Boulder management already stated their intention to make a considerable increase. The Kalgoorlie Chamber of Commerce recently wrote to him that this would inflict hardship by diminishing the wages fund spent in the district. The members of the chamber, like the mine-owners, took an exceedingly selfish view. Their sole desire was to make money, irrespective of who might suffer in consequence.

THE MINISTER: The Bill made provision in special cases for permission to work plants on Sundays; and on the second reading he explained that he was anticipating a large amount of information from those concerned in the mining industry, which he hoped would be available before the Bill reached the Committee stage. Considerable information had since been distributed among members, and if any member desired to refute any of the statements contained in such information, he was entitled to do so; but it was hoped that members would

give attention to any of the facts or returns which were not refuted. In connection with this matter, the Bill dealt only with the Kalgoorlie Belt; and it had been shown that if the stopping of all mining work on Sundays were insisted on, 598 less men would be employed underground than at present, with a consequent reduction in wages amounting to £122,000; hence it could not be argued that the opposition to this proposal would work any injury to the miners. Further, there would not only be the loss to workmen occasioned by the stoppage on Sundays, but also a considerable loss in the extraction of gold by stopping those processes that were continuous, and on which other parts of mining work must depend. It was idle to compare Victorian mining methods with those in Western Australia, because in this State the ores were exceedingly difficult of treatment, while in Victoria the ores were very pliable and easily worked, presenting no metallurgical difficulties. Here mining was very different, and special processes had to be used for treating the ore. At the Oroya-Brown Hill mine, for instance, there was always about 2,800 tons of ore in a state of transition; and any stoppage in the working of that mine, to allow Sunday off for all the workers, would mean a great loss of time for many of the men before the mine could get into full work again. In the information supplied to members was an illustration of the losses resulting from an extraordinary stoppage in one of the larger mines, showing that it meant for the workers a loss in time and consequent loss in wages of 14 to 18 hours in those various operations of the mine which were dependent on each other. So if the mover of the amendment wanted to stop once a week all those operations in and about a mine which required continuous attention and must be kept going, he would necessarily stop the working of all the other portions of the mining plant. [Mr. Bath: No.] But to carry out the hon. member's proposal, such mines as the Great Boulder and the Kalgurli would need to cease operations on the whole of their plants on Saturday night, and, as had been shown, there would be a loss of 14 to 18 hours after starting on the Monday before the plants could be again in full work, as a result of stopping to allow Sunday off for all hands. Were he satisfied that the mines could be stopped on Saturday night and started again on Monday morning without undue loss to the workers, he would be the first in this House to advocate and insist on the stopping of mining plants for 24 hours to allow Sunday off for all workers. But the evidence put before him showed that in any stoppage of the plants, portions would have to be stopped at mid-day on Saturday to enable other parts to stop for Sunday, all operations to cease by midnight. Then on Monday the various parts must start gradually to suit the working. It was also necessary that the whole of the plants must be cleaned up on the Saturday night, as the stuff in treatment could not be permitted to remain in the vats.

Mr. Scaddan: That applied only to agitating vats.

The Minister: From the time the ore reached the roasters until the residue was ejected, there was necessity for continuous working if the best results were to be obtained from the process of extraction. To stop a mine for 12 hours meant a farther loss of time before all the parts could be restarted.

Mr. Scaddan: That statement was not borne out by actual experience. Mines were stopped from time to time now for various reasons.

The Minister: Would the hon. member cite an instance?

Mr. Scaddan: When working on the Hannans Star, he knew the mine to be stopped on many occasions.

The Minister: If sands were in solution and ready to be put through the filter press, the management would take care they were put through the same evening before stopping the mine for any reason. He desired to emphasise that if he were convinced it was essential for the industry that work of this nature should be permitted continuously, he would assist in passing legislation to stop all work in and about mines on Sunday. There was not the same necessity for continuous working of small batteries as in the case of the larger ones.

At 6·30, the Chairman left the Chair.
At 7·30, Chair resumed.

MR. HOLMAN: The amendment was very fair. It did not aim at stopping the whole of Sunday work, but the mover agreed to allow the operations of smelting and roasting to be carried on. It would give a company 12 or 14 months from the present time within which to make arrangements. The amendment had been on the Notice Paper for some time, and no effort had been made by the Chamber of Mines or any other body to produce evidence to show that it would work an injury on the mining industry. Almost every mine that had a cyanide plant would desire to keep its battery going on Sunday. It worked its battery and gave as an excuse that it was working a cyanide process. Did the Minister intend to prevent the continuous working of these smaller plants? Something should be done to prevent this continuous Sunday work. Except in places like the Golden Mile, there were very few parts of Western Australia where there was any necessity for continuous process work.

MR. SCADDAN: The Minister's argument was not the result of a knowledge of conducting these plants personally, but was given him by the Chamber of Mines and the mine-owners. What the Minister stated was hardly correct. Sometimes those plants stopped 16, 18, and 24 hours, even two or three days, and started again. Managers had to stop their mill engines at least once a month for the purpose of repairs, packing, etcetera, and when they did that it was absolutely essential they should stop the plant. When the repairs had been made they could start again at any time. The only part of the plant they could not stop would be the smelting or roasting furnaces, and the agitating vats generally; but they usually had a separate engine put on so that they could, in the event of any breakdown, keep the agitating vat going. The workers on the fields had almost unanimously decided against Sunday working of the plants referred to, and we might very well agree to the amendment.

MR. TAYLOR supported the amendment. Since the provision would not be operative until January 1908, the Bill, which was a distinct departure from existing legislation, would have been in operation sufficiently long before the amendment would become operative t permit the Chamber of Mines or th mine managers to learn the actual effec of this legislation; and if it were show by next session that the proposal con tained in the amendment would work hardship or be detrimental to th industry, it could then be revised. had been shown in the debate that a amendment was necessary, and the Com mittee could pass the subclause withou fear that it would jeopardise the minin industry of the State.

Question put, and a division take with the following result:—

Ayes	...	...	12
Noes	...	...	24
Majority against	...		12

AYES.	NOES.
Mr. Bolton	Mr. Barnett
Mr. Collier	Mr. Carson
Mr. Heitmann	Mr. Daglish
Mr. Holman	Mr. Davies
Mr. Horan	Mr. Eddy
Mr. Hudson	Mr. Ewing
Mr. Johnson	Mr. Foulkes
Mr. Scaddan	Mr. Gordon
Mr. Taylor	Mr. Gregory
Mr. Walker	Mr. Gull
Mr. A. J. Wilson	Mr. Hicks
Mr. Troy (*Teller*).	Mr. Keenan
	Mr. Layman
	Mr. McLarty
	Mr. Male
	Mr. Mitchell
	Mr. Monger
	Mr. S. F. Moore
	Mr. Price
	Mr. Smith
	Mr. Stone
	Mr. Veryard
	Mr. F. Wilson
	Mr. Hardwick (*Teller*).

Amendment thus negatived.

Clause as previously amended pu and passed.

Postponed Clause 47—Power to in spector to authorise Sunday labour i certain cases:

MR. SCADDAN moved an amendmer that a subclause be added as follows:—

Permits granted in accordance with th section shall set out the nature of the wo to be performed on the portion or portions the mine and the number of men permitted be employed, and shall be exhibited in a co spicuous place at the surface brace.

He understood the Minister would accep the subclause.

THE MINISTER FOR MINES ... gested that posting at the office would b better, so that the responsibility for might be placed on the inspector; fo if posted at the surface brace th notice might be torn down. Howeve

he would leave the matter in the hands of the mover. The object of the subclause was merely, in the event of a visit by the police to a mine on which work was being performed, to ensure that full information should be available as to the number of men employed and the nature of their work. Also it gave the various unions an opportunity of seeing the notices, and to see whether too many permits were being granted. The question was, where was the best place to post the notices? If posted outside the office, more responsibility would be placed on the management.

MR. SCADDAN: The clause only dealt with the employment of labour on Sundays in underground workings. The office was not always placed near the shaft, and permits might be posted a mile away from where the men were at work.

THE MINISTER: In dealing with Clause 41 he had promised to give consideration to men being employed in cases of special emergency. In that case notices might be posted at the office.

Amendment passed; the clause as amended agreed to.

Clause 48—agreed to.

NEW CLAUSES.

New Clause—Height of stopes:

THE MINISTER FOR MINES moved that the following be inserted as Clause 35:—

> The inspector may prescribe, in writing, the height to which the stopes may be carried in any portion of a mine, and the methods which must be employed in making the ground secure in such stopes. Should the manager object to such prescribed requirements of the inspector, he may do so in the same manner and under the same conditions as hereinafter laid down in Sections 37 and 38 of this Act, and the matter shall be determined by arbitration as prescribed in the said sections. Pending the decision of the arbitration, no such stope shall be carried to a greater height than that prescribed by the inspector, and contravention of or noncompliance with this provision shall be an offence against the Act.

Members would see how desirous he was of having stopes kept as secure as possible. But the conditions that applied in one mine might not apply in another. In one mine stopes might be carried six or eight feet, and in another to a greater height with as great safety. In the event of the manager disagreeing he would be able to insist on the case going to arbitration, but pending arbitration the manager could not carry the stopes to a greater height than that approved by the inspector.

MR. HOLMAN: The amendment of which he had given notice might be inserted in the Minister's proposal. The responsibility of keeping stopes safe should be thrown absolutely on the shoulders of the manager, and not on the inspector. An inspector might visit a mine and tell the manager how high to carry a stope, and what methods to take to keep a stope safe. If that were done and any accident occurred, the responsibility would rest on the inspector. He desired to go farther and say that the manager, or some person qualified, should keep safe every stope, and keep appliances for testing the stopes. In that case the manager would be responsible for the safe working of every stope. The Minister evidently wanted to throw the responsibility on the inspector. But an inspector should not take the responsibility of an accident occurring in a mine. How would it be possible for the inspector in a district like the Murchison, where he had to travel 3,000 or 4,000 miles in a buggy every year, to be able to visit the various mining centres and to control the safe working of the stopes? What might be safe to-day might be unsafe to-morrow, for every day a stope was opened up farther it might become more dangerous. During the first eight months of this year 710 accidents had occurred in the mines, whereas last year only 304 accidents occurred, and the Minister then said that the large increase in the number of accidents last year was due to the fact that trivial accidents were reported because action was taken against one person last year for not reporting an accident. That could not be urged against the number of accidents this year, yet 406 more accidents had occurred in the eight months of this year than during the whole period of last year. If his (Mr. Holman's) amendment were agreed to the inspector might at any time, if he considered a stope was being worked too high, prescribe the height to which the stope might be worked, and no matter what the inspector prescribed, it would not take any responsibility from

the management. He moved an amendment that before the words "the inspector," the following be inserted:—

> The manager, or some duly qualified person appointed by him, shall make and keep safe every stope in the mine, and shall keep within easy access to every stope suitable appliances for thoroughly examining and testing the same and every part thereof; and the manager shall be responsible for the safe working of every stope in the mine.

MR. SCADDAN: The amendment he previously tabled would have avoided the need for a number of new clauses giving extended powers to the inspector, and for special provisions as to stopes. The new clause would place on the inspector a considerable responsibility; for if he did not limit the height of a stope, the management could, in the event of a fatal accident, plead at the inquest that the inspector had not objected to the stope. The responsibility should be on the company. The inspector should have power to stop work in a mine or any portion of a mine considered unsafe, and to compel the adoption of safeguards, though the responsibility should remain on the manager. On recommittal, his former amendment should be added as a subclause to the clause dealing with powers of inspectors.

THE MINISTER: The amendment was unnecessary. No. 9 of the general rules provided that every excavation of any kind, whether on the surface or underground, should be securely protected and made safe for workmen. From beginning to end the entire responsibility was thrown on the manager. At the request of the Opposition, who wished a definite provision that the inspector should have power to prevent stopes being carried beyond a certain height, this new clause was drafted; but he hoped it would not relieve the manager of any responsibility. If it would, let it be thrown out. The member for Murchison (Mr. Holman) had said that the inspector in his district would not be able to prescribe the height of stopes. True the new clause would apply only to one or two big mines, especially in the Kalgoorlie Belt, where the inspector's visits were frequent. In other mines the inspector could, however, insist that stopes should not be carried beyond a certain height, if he thought they were being carried too high. The inspector was simply empowered, not instructed, to take such action.

MR. SCADDAN: The department would not insist on inspectors taking action.

THE MINISTER: Probably in the near future these matters would be made the subject of arbitration; and knowing that one rule would not apply in all mines, the department were now dealing with each mine separately. He was not particularly fond of this new clause, but it would empower the inspector to stop work prior to arbitration. He would like the Attorney General's opinion as to whether the clause would relieve the manager of any responsibility. That was not the intention. The only new suggestion in the amendment was that there must be suitable appliances for testing the stopes. Surely every mine had such appliances.

MR. HOLMAN: Mines ought to have many things which they had not.

THE MINISTER: The new clause would not be pressed. It was introduced merely at the request of the Opposition. The inspector must have absolute power over every portion of a mine.

MR. HOLMAN: The Attorney General's opinion would be valuable. The Minister said that Rule 9 provided for everything except suitable appliances. If so, the amendment could not do harm. Give the benefit of the doubt to those who risked life and limb in our mines. If the amendment was negatived, the responsibility for the frequent accidents, averaging from two to four per day in the State, would not be on his (Mr. Holman's) shoulders.

MR. TAYLOR: The Attorney General should give the opinion required. According to the Minister's argument, Rule 9 provided for the safety of the workings, whether above or under ground. If so, there was no necessity for the new clause.

THE MINISTER FOR MINES: It was argued that without it the inspector would not have power to restrict the height of stopes.

MR. TAYLOR believed, as a layman, that if the new clause passed without amendment and an accident occurred in a stope of which the inspector had prescribed the height, the management would argue that the work was carried on under the inspector's control,

and that they had no responsibility. If there were any necessity for the clause as proposed by the Minister, it should be preceded by the words proposed by the member for Murchison. The height of stopes, which constituted the greatest source of danger, was already fixed in Clause 33. The death-roll quoted by the member for Murchison was appalling, and only the previous morning another accident was reported. No fewer than six fatal accidents occurred in mines since this Bill had been under discussion, besides probably scores of accidents involving loss of a limb or an eye. The timbering of a mine was carried out by specially trained men, and could not be done by men engaged in driving, stoping, or sinking. Existing legislation gave inspectors extensive powers, but the reports of the inspectors would show that when they had attempted to exercise those powers they failed. The clause did not merely stipulate the height to which a stope should be carried, but provided that the inspector should have power to order the method to be employed for making the ground secure. Such a provision was unworkable anywhere outside the Golden Mile, as in many districts it was impossible for an inspector to visit a mine oftener than once in six months, and in some places once in twelve months. Hence it might happen that an inspector might give certain orders in regard to securing the ground at one level, and before his next visit operations in driving might be in progress 100 feet lower down, where in view of the nature of the ground the inspector might, were he to visit the mine again, give totally different instructions.

The Minister: The Opposition side of the House had urged that the inspector should have this power of limiting the height of stopes.

Mr. TAYLOR had no objection to limiting the height of stopes, but to the manner in which the power was proposed to be given by the Minister. Under this clause the blame for any accidents would rest not on the company, but on the inspector; and that plea would doubtless be raised in the event of any claim being made for compensation arising out of an accident. The Committee should have the Attorney General's opinion on the question.

The ATTORNEY GENERAL had hesitated when previously asked to venture an opinion, as, owing to an inadvertence, he had been absent from the Chamber during the greater portion of this discussion; but having now gathered the subject matter of the debate, he would explain the position which would arise under the proposed subclause. In other portions of the Bill already passed, it was provided that the manager of a mine was responsible for every excavation, whether at the surface or underground, being made safe for the persons employed in the mine; and an excavation would certainly be held to include a stope. Those clauses taken together meant that a manager was liable for the safe condition of all stopes in a mine under his control. Supposing an accident happened, and the mine manager could show that an inspector of mines had seen the same ground and the same stope, and had prescribed certain heights and a method of working, and these instructions had been adopted, that would be very strong presumptive evidence against negligence. Whether it would go farther than presumption would depend entirely on the facts of the case. The clause of which notice had been given by the member for Murchison would be a separate clause, and would merely reiterate what already existed in the Bill. No doubt the word "excavation" covered a stope.

Mr. SCADDAN: From the opinion given by the Attorney General, apparently the clause proposed by the Minister would remove some responsibility from the manager. If the inspector prescribed the height, or passed through a stope without prescribing a height, and an accident happened, the management would immediately use that fact to prove that they were not guilty of negligence. If we were going to deal with the matter at all, we should not leave any opening whereby we might remove the responsibility. Let us lay down a hard and fast rule. It would be better to leave out the proposal altogether, if we could not prescribe the height to which a stope should be carried.

Mr. TROY: If we left the prescribing of the height of stopes to inspectors of mines, the inspectors would never be able to discharge their duties outside the Kalgoorlie Belt. An inspector rarely

visited localities outside the Kalgoorlie Belt except at intervals of from three to six months. We should not allow this clause to go without definitely stating its real intention. The number of fatal accidents and other accidents in our mines was increasing. There had been a considerable number of accidents since we had been discussing this Bill, many of which had been fatal, and as our mines became deeper year after year the great tendency was for accidents to increase. If we accepted the new clause by the member for Murchison it would more definitely lay down the procedure than anything else would.

MR. HOLMAN: The Attorney General and the Minister for Mines had said the amendment he would move was provided for in Rule 9 of Clause 3. If that were so he would refer the Attorney General to Rule 8.

THE MINISTER: The word "stope" would be inserted by him.

MR. HOLMAN: A shaft was as much an excavation as was a stope, and if it had been found necessary to make extra provisions in these regulations for shafts, why not take the same extra precaution in connection with stopes, which were the next most dangerous places to work in? It was impossible to examine the height of stopes without special appliances; and notwithstanding the argument of the Attorney General that the amendment would be redundant, it was really necessary for the safety of men working in a mine.

THE MINISTER FOR MINES explained that the clause on the Notice Paper which he had desired to insert as Clause 35 would not now be pressed, because members opposite did not seem to think it desirable. His intention in drafting it was to make clear that the inspector of mines should have full power to define the height to which stopes should be worked, and to prevent stopes in any part of a mine being worked where he thought the working would be dangerous. He, like other members, wanted to give the inspector of mines full power to prevent stopes being carried to an improper height. If, for instance, an inspector said the stopes in a certain mine might safely be worked to a height of eight feet, and if an accident occurred in one of those stopes, although it had not been carried to the full height of eight feet, the responsibility would practically be taken off the manager in that case. However, as members opposite did not seem to like the clause, he would not move it.

MR. TAYLOR: The clause might suit mines on the Golden Mile, but would not be applicable to the rest of the goldfields.

MR. HOLMAN: The amendment moved by him to precede the new clause now under discussion was still necessary, as high stopes could not possibly be examined without special appliances being kept available; and the manager should be held responsible for every stope in the mine.

THE MINISTER again assured members that his intention was to add the word "stopes" to Rule 9, which had been already passed.

New clause and the amendment withdrawn.

New Clause:

MR. HOLMAN then moved his amendment as a new clause, which was put and passed.

New Clause:

MR. HOLMAN moved that the following be added as Clause 36:—

> The occurrence of any accident in or about a mine shall be *primâ facie* evidence of neglect on the part of the owner and the manager.

It was necessary to take this step in order to prevent what he might almost call the butchery of miners engaged in the industry of this State. In the first Mines Regulation Act passed in this State this provision was included, but it did not form part of the Act of 1902. This provision, however, was now more necessary than when it was first adopted, because the proportion of accidents had increased considerably since this provision was left out of the Mines Regulation Act. Taking the accidents recorded during the past five years in this State, he found that for every accident which occurred previous to this provision being repealed, four or five accidents occurred since its repeal; and this great increase in the number of accidents showed how necessary it was to re-enact this provision. It could not be said that the increase was due to inexperience on the part of miners, because the men engaged in

mining here at the present time were more experienced, on the average, than those engaged in the industry five years ago. There were as many miners engaged in the industry from 1899 to 1902 as there were to-day. In 1899 the number of accidents, fatal and otherwise, totalled 146; in 1900, 179; in 1901, 175; and in 1902, 171. In 1892 Parliament repealed the two sections of the Act which he was endeavouring to have re-enacted now. In 1903 there was a tremendous increase in the number of accidents, the total being 222, an increase over the previous year of 50. In 1904 the total number of accidents was 195, and in 1905 there was an increase of 109 accidents, the total being 304. The accidents had increased year by year, but during the eight months of the present year the number of accidents totalled 710. Since the responsibility had been removed from the shoulders of the managers there had been greater neglect on their part. It might be said that the Workers' Compensation Act gave ample compensation to those engaged in the industry, but that was not so, for one man who had met with an accident had paid away £245 for medical attendance, whereas under the Workers' Compensation Act he received £100. Another man who was injured had paid £73 for medical attendance and had received £48, while a third man had paid away £80 for medical attendance and was compensated to the extent of £40. Rather than sacrifice any life he would close every mine in Western Australia; but he did not ask for mines to be closed down, but that we should re-enact what was the law in Western Australia four or five years ago.

The MINISTER: In no other industry was an accident held to be *primâ facie* evidence of the neglect of the employer. This provision was formerly in the New Zealand Act, and when the Workers' Compensation Act was passed it was agreed that it would be decidedly unfair that such a provision should be allowed to form part of the Mining Act. In New South Wales this provision was repealed when the Workers' Compensation Act was passed. The hon. member put down a great number of the accidents as due to the repeal of this provision. He might have contended that the increase was owing to the passing of the Workers' Compensation Act. He (the Minister) would not have agreed that either was the cause. It was fallacious to contend that owing to the repeal of these sections there had been a greater number of accidents. In 1905 there was an increase of seven in the number of fatal accidents from explosives as compared with 1904. That was not due to any bad administration of the mining sections or any neglect on the part of the mining managers. There was an increase of two in the number of fatal accidents from falls of ground. In shafts there was a decrease of 15 in the number of fatal accidents. In fact there were 34 fatalities in various mines throughout the State in 1905, whereas in the preceding year there were 42 fatal accidents. Under the Machinery Act, if an accident occurred and a person was injured he would have to sue under the Workers' Compensation Act, or under the Employers' Liability, or under the common law. When introducing the Workers' Compensation Act Mr. James pointed out that it repealed Section 20 and Section 27 of the Mines Regulation Act; and he indicated that those two sections were unfair. The hon. member now desired to have those sections re-enacted. If we re-enacted them we should be making a special provision for people employed on mines. If an accident happened to a miner a person would have power under the Mining Development Act to make application for damages. Why should we open up another avenue specially for the sake of the miner?

Mr. Walker: Would this open up another avenue?

The MINISTER: If we re-enacted that old Section 27, which the hon. member asked should stand as Clause 37, we should be giving special power to sue for damages under the Mines Regulation Act. The hon. member desired to have the fact of an accident occurring on a mine regarded as proof of neglect by the manager. [Mr. Scaddan: Not proof.] The hon. member desired to make it *primâ facie* evidence of neglect, and the manager would have to prove there was no neglect on his part. Farther than that, the hon. member desired, as already indicated, to give a person injured a special right to sue for damages under this measure. As Mr. James pointed out, we should have one law for a per-

son working on one piece of ground and another for a person working on another piece of ground. For instance, a man might be employed on a boiler on a mine and he would have special privileges which would not be given to another man working on machinery on an adjoining piece of ground which was not a mine. That would not be fair.

MR. HOLMAN: Could the Minister show any other occupation so dangerous as that of mining?

THE MINISTER: There were plenty of other dangerous occupations.

MR. WALKER: We were making distinctions by a Bill of this kind, and we could not help it. In relation to what other kind of employment were we obliged to insert a clause providing that a man could work continuously for 13 days? Was that not a distinction, and were not all these clauses specially aimed at making distinctions? The Minister said the object of the Bill was to preserve the lives and limbs of the workers. The fact that we were bringing in a Bill to try and prevent accidents showed the exceedingly dangerous nature of this kind of work. We had to take special precautions. That being so, why not go a step farther to make it easier for a man injured or his widow to get reasonable compensation? Provisions in the Acts mentioned by the Minister would only allow a man to get about £100. The Minister objected to the words *primâ facie*, and seemd to regard the expression as meaning that proof was already given before the case was heard, and that the manager therefore would have the task of disproving instead of the other side having to prove. Not so. The aim of the Bill was to compel the manager to take certain precautions; and if these were taken an accident was next to impossible. The clause provided simply that if an accident happened there must be neglect, and the onus of showing that every precaution had been taken rested on the manager, who, if he showed that, made good his case. The Minister complained of differentiation between miners and other workers, and pointed out there were accidents on railways. True; but there were special laws for railways.

THE ATTORNEY GENERAL: Were there special rights of action?

MR. WALKER: That was beside the point. We had special laws for railways and for shipping. All these laws aimed at differentiation. It was impossible to get a company to look at an accident as the workers regarded it whose lives were at stake. The tendency of the age was to look on the worker when done with as a carcase to be thrown on the midden. Though his life had been spent in earning dividends, some mine managers begrudged him his medical expenses.

THE ATTORNEY GENERAL: The mover of the clause asked us to adopt a suggestion definitely refused in New Zealand and in other States which like our own passed the Workers' Compensation Act. That Act differed entirely from any preceding statute; for previously a man who by his own negligence contributed to his injury, or whose injury was entirely due to his negligence, had no right to recover damages from his employer. The Legislatures which passed the Act considered it impossible to find any collection of workmen amongst whom there would not be some so negligent as to injure themselves, and unable through poverty to support themselves if disabled. The Act exempted the employer from liability only when the accident was directly attributable to the serious and wilful misconduct of the worker. In all other cases the employer, though he might not be negligent, was liable. The courts had interpreted "serious and wilful" as referring to the deliberate intent of the worker to do something which in all probability would in his opinion result in injury; but in only a few of many thousand cases had the negligence been held to be serious and wilful. One of these was the case of a hodman carrying bricks up a ladder and refusing to put his hands on the spokes above him. He was proved to have been under the influence of drink when he fell; the evidence showed that he boasted of his ability to ascend in "the London style," and it was held that his negligence was serious and wilful. The Legislatures of New Zealand and New South Wales, when they placed this new burden on the shoulders of employers, took away the burden created by the Mining Act; and we when we passed our Workers' Compensation Act rightly followed the same course. In 1902 the measure was intro-

duced and supported by the Labour party; and the only objection to the repeal of the sections came from the Opposition, who wished to repeal the corresponding sections in the Employers' Liability Act, as well as those in the Mines Regulation Amendment Act. The member for Murchison (Mr. Holman) shut his eyes to the fact that the Employers' Liability Act was a general statute governing the liabilities of employers and their duties to their workmen. Section 3 provided that where personal injury was caused to a workman by reason of any defect in the condition of the ways, works, machinery or plant, or by any person entrusted with superintendence, or by the negligence of any person to whose orders the workman was bound to conform, or by reason of the act or omission of any person in the service of the employer, or in obedience to the rules or by-laws of the employer, the employer was liable. That general provision covered every case that might be legitimately supposed to arise outside the provisions of the Workers' Compensation Act; but another section created certain exceptions to the right of the workman to recover, providing that unless the defect which caused the accident arose from the negligence of or had not been discovered or remedied by the employer or his representative, there was no right of action. The employer must be guilty of negligence either personally or by his servant; and under Subsection 4, where the injury resulted from some impropriety or defect in the rules or by-laws, such by-laws should not be deemed defective if they had been approved by the Governor-in-Council. Lastly, and this was the general form——

MR. SCADDAN called attention to the state of the House.

Bells rung and quorum formed.

THE ATTORNEY GENERAL: Under the Employers' Liability Act there were certain provisions to which serious objection could not be taken, but which limited the right of action under that statute to be taken on the part of the injured worker. A workman who knew of neglect and failed to give notice of it, was debarred from bringing action. The member for Murchison proposed to amend the Mines Regulation Act so that it would be wholly unnecessary on the part of the worker to bring any neglect under the notice of the employer. If an accident happened it was to be regarded as *primâ facie* evidence of neglect on the part of an employer, and the necessity would lie on the employer to prove that he was not guilty

MR. SCADDAN: But the Minister was prepared to place the onus of proof on the injured person.

THE ATTORNEY GENERAL: In every civil court, from the lowest to the highest, the plaintiff must prove his case. If an accident happened in a mine, why should it be more *primâ facie* evidence of neglect on the part of an employer than if an accident happened on a scaffold?

MR. HOLMAN: Because we were now dealing with a Mines Regulation Bill. When other Bills came down we would deal with them.

THE ATTORNEY GENERAL: All employers came under one common law. Why make special provisions for one class of employment when there were equally dangerous employments, such as working on a scaffold, for which no one suggested making special provision? The suggestion of the hon. member amounted to this. Although the workman was guilty of contributory negligence, and though we had a special statute providing that if he was guilty of contributory negligence or sole negligence he was not debarred from receiving compensation, it was just and equitable to make a second provision of a similar character. What was the ground for that? Every country in the world adopting a Workers' Compensation Act had come to the conclusion that it was quite sufficient to give the worker the right to recover compensation, although he was guilty of contributory or direct negligence; but if it were shown that the worker had done all that he ought to do and the neglect was that of the employer, the worker must fall back on the rights of the ordinary employee. Surely the hon. member could not furnish a case for doing other than had been decided everywhere? The hon. member alluded to the fact that the number of accidents had increased since the Workers'

Compensation Act was passed; but that was explained by the very passing of the Act. Where we made it readily accessible to obtain compensation, more claims were brought forward. In the early days of Coolgardie many accidents happened, really serious in character, far more serious than those now reported; but nobody took notice of them, because the place was so outlandish, and men could not take legal proceedings.

[MR. DAGLISH took the Chair.]

MR. HOLMAN: What compensation was there for an injured person who must be off for a month to get a fortnight's pay and must pay £2 2s. to get a doctor's certificate?

THE ATTORNEY GENERAL: Provision was made under the Workers' Compensation Act for weekly payment after one month not exceeding 50 per cent. of the ordinary wage.

MR. COLLIER: How much would a wharf labourer get?

THE ATTORNEY GENERAL: It was admitted that an amendment was necessary in regard to lumpers, because of the conditions of their employment. No one could have anticipated, in passing the Act, all classes of employment; and in the case of lumpers the Act required amendment. The Committee were not discussing lumpers in this measure. He had been pointing out that in case of partial incapacity owing to an accident, a workman was entitled under the Workers' Compensation Act to £300 compensation from his employer; and provision was also made for £400 in the case of fatal accident.

THE CHAIRMAN: The question before the Committee was not the amount of compensation payable under the Workers' Compensation Act.

THE ATTORNEY GENERAL: As the section which the Committee was now asked to reinstate was repealed in the 1902 Act, he was entitled to refer to the Workers' Compensation Act.

THE CHAIRMAN: The only proposal before the Committee was the insertion of a new clause, to stand as Clause 36.

THE ATTORNEY GENERAL: Since by Section 21 of the Workers' Compensation Act, Section 20 of the Mines Regulation Act of 1895, which was identical with the proposed new Clause 36, had been repealed, would the Chairman rule that he was not in order in referring to that Act?

THE CHAIRMAN: The member was only in order in dealing with the terms of the proposed new clause, and in showing reasons for or against its insertion in the Bill.

THE ATTORNEY GENERAL had been stating a reason against the insertion of the clause, which had been repealed by an Act already on the statute-book; and was he not entitled to refer to that fact? However, as the Chairman ruled that he was not in order, he would accept the ruling, which would considerably curtail the discussion. He would merely add, as had been pointed out by Mr. Walter James in 1902, that the scale of compensation to workers for injuries received required careful revision at an early date by Parliament. At present it was more or less a gamble, because even assuming that there was scope for an action, it still remained a matter of chance as to what amount the court or the jury would award an injured workman. It was not desirable, as happened in many cases, that one worker who might not have received such serious injuries as another should receive larger compensation.

THE CHAIRMAN: The hon. member must remember that the only question before the Committee in this new clause was that an accident should be accepted as *primâ facie* evidence of neglect on the part of a manager.

THE ATTORNEY GENERAL: The two clauses had been practically discussed together by the previous speaker.

THE CHAIRMAN: Yes; but there was only one question before the Committee.

MR. SCADDAN: The Committee should not be led away by the arguments of the Attorney General, because it was known that he would be primed on this question, which affected the Chamber of Mines considerably. That body had taken the matter to heart and had not been backward in priming the Attorney General with arguments against the provision. By omitting this provision from the Mines Regulation Bill, the act of injustice which the Attorney General complained would be done to the employer by its insertion would be done to the employee. At present an injured

employee had to prove to the court that the accident had been caused by the neglect of the manager or his employer; and the Minister recognised, as members would do, that it was very difficult to get a workman to make a statement in court which would probably lose him his employment, and also prevent his obtaining employment on any other mine. That was the position in which an injured workman was placed under the present Bill—he had to call his fellow-workmen to prove his case for him, and in many cases it had been found impossible to get the fellow-workmen of an injured miner to give a clear statement in court of the causes which had led up to an accident simply through fear of the loss of their positions. Not only so, but in many cases the evidence given by fellow-workmen had been such that the Court had had to be asked to regard the witnesses as hostile. The amendment sought to place the responsibility of proving his case on the employer by providing that the occurrence of an accident should be taken as *primâ facie* evidence of neglect. How was the employer placed in an unfair position by this? It was not said that the accident proved neglect, but merely that it should be so stated in court, and that the responsibility should rest on the employer of proving that the accident had not been due to any neglect of his own or of any person employed by him. The employer had been in that position for a number of years, until the passing of the Workers' Compensation Act had altered it. Certain provisions in that Act worked harshly on the employees, and the Attorney General himself had admitted that amendments to the Workers' Compensation Act were necessary in order to provide for compensation to certain workers who at present were not in a position to receive compensation. Under the Employers' Liability Act difficulty had been experienced on the goldfields in obtaining a verdict in a case where a workman had been injured for life through an accident which had been caused by the neglect of an employee in a responsible position. The result was they had no remedy at law at all. There was no other industry with anything like the liability to accidents. A man employed underground was in danger from the time he left the surface, and a man engaged on machinery was in danger from the time he commenced work. It was absolutely essential that we should make special provision, as, according to the member for Murchison, accidents had been on the increase since the introduction of the Workers' Compensation Act. Since the introduction of that Act the large employers had made provision for the insurance of their employees, the result being that they had contracted out of their liability, and necessarily they did not take the same precaution as they otherwise would. We should lay down a hard and fast provision that the occurrence of an accident on a mine should be *primâ facie* evidence that there had been neglect on the part of the manager or owner.

Question (that the new clause be added) put, and a division taken with the following result:—

Ayes	...	...	10
Noes	...	...	18
Majority against	...		8

AYES.	NOES.
Mr. Bolton	Mr. Barnett
Mr. Collier	Mr. Carson
Mr. Heitmann	Mr. Davies
Mr. Holman	Mr. Eddy
Mr. Horan	Mr. Ewing
Mr. Scaddan	Mr. Gordon
Mr. Taylor	Mr. Gregory
Mr. Walker	Mr. Gull
Mr. Ware	Mr. Hardwick
Mr. Troy (*Teller*).	Mr. Hicks
	Mr. Keenan
	Mr. McLarty
	Mr. Male
	Mr. Price
	Mr. Smith
	Mr. Stone
	Mr. A. J. Wilson
	Mr. Layman (*Teller*).

Proposed clause thus negatived.

New Clause:

MR. HOLMAN moved that the following be added as Clause 37:—

If any person employed in or about a mine suffers injury in person, or is killed, owing to the negligence of the owner of such mine or his agent or agents, or owing to the non-observance in such mine of any of the provisions of this Act (such non-observance not being solely due to the negligence of the person so injured or killed), the person injured, or the personal representatives of the person so killed, may recover in any court of competent jurisdiction, from the owner of such mine, compensation by way of damages as for a tort committed by such owner.

The amendment only asked that in the case of a person being injured or killed

owing to neglect on the part of a mine owner, there should be power to sue for damages under the Mines Regulation Act. He must express regret that a large number of members who had never heard a word of the debate, when a division was called for——

THE CHAIRMAN: The hon. member must not discuss a recent division.

MR. HOLMAN: In some future division we should have members of the Committee rolling in to cast votes.

THE CHAIRMAN: The hon. member must confine himself to his proposition.

MR. HOLMAN: We had the spectacle at times of members casting votes on a matter they did not understand, and in regard to which they had not heard a word of the debate. That was very bad. We had heard it stated it was advisable to curtail the speeches of members in the Chamber (interjection by the MINISTER FOR WORKS), and the Minister for Works said "hear, hear."

THE CHAIRMAN: The hon. member must confine himself to his proposition.

MR. HOLMAN: When a division was called for on this question, he would like only those in the Chamber during the debate to be allowed to record a vote. The Minister had complained that he (Mr. Holman) did not mention the number of fatal accidents. Many of the mining accidents were worse than fatal, because the injured men lived for a year or two in misery at the expense of their relatives, and then died. Better had they been killed outright. Without the new clause it was almost impossible for a man or his relatives to get compensation, recent rulings having shown that in many cases there was no cause of action under the Employers' Liability Act or at common law, while the compensation obtainable under the Workers' Compensation Act was in no way sufficient to keep an injured man when out of work or to pay his doctor's bill. Recently Mr. Justice Burnside ruled that all the common law required was that the master should do his best to maintain his plant in a proper condition, and that the worker had no action in case of appliances becoming unsafe, unless he could prove that the employer knew they were unsafe and that he (the worker) did not know this. Similar rulings were given in actions under the Employers' Liability Act. The new clause would place it beyond doubt that if a person was injured in a mine owing to the neglect of the owner he should be entitled to compensation. What was this Act if not for the protection of workers in mines? The Attorney General had referred to the discussion on the Workers' Compensation Bill, which came into operation in 1902, but was introduced in 1901, before he (Mr. Holman) entered the House. When the Mines Regulation Bill was first introduced the Bill now before us was supported by Sir Edward Wittenoom, who refused to accept an amendment, stating that the clause was proper and necessary for the safety of the miner, and would make owners feel that they had some responsibility for accidents.

MR. A. J. WILSON: The hon. member should not so readily accept the opinion of the representative of the Combine.

MR. HOLMAN: Some one else was too ready to accept something from the Combine. The amendment placed no more responsibility on the shoulders of the mine-owner than should be the case.

[MR. ILLINGWORTH resumed the Chair.]

THE MINISTER: This matter had been sufficiently debated on the other proposal. If an accident occurred and there was neglect on the part of the mine owner, the worker had the right to fight for compensation under the Employers' Liability Act, and had power to sue under the common law. The provision now suggested was struck out of the old Act because a new burden had been placed on the employers in the shape of the Workers' Compensation Act. The same was done in New Zealand. When they brought forward the Workers' Compensation Act in New Zealand they repealed the section in the Mines Regulation Act. There was no reason for reverting to the old order that obtained prior to the Workers' Compensation Act coming into force.

MR. A. J. WILSON: Having perused the proposed clause and listened to the alleged arguments of the member for Murchison, he confessed he could not understand them.

MR. HOLMAN: The trouble was that the arguments were not backed up with gold.

MR. A. J. WILSON: Nor with common sense. The hon. member had neither brains nor sense to advance arguments.

MR. HOLMAN: It was useless to advance arguments to the hon. member unless they were backed up by with something more substantial.

THE CHAIRMAN: Order! The hon. member must not continually interrupt.

MR. A. J. WILSON: Had members been present to listen to the overwhelming and weighty arguments of the member for Murchison in regard to this proposal, they would have voted *en masse* against the proposal. The hon. member had been studiously careful to avoid explaining the meaning of "tort." If a person suffered to-day owing to the neglect of an owner he was entitled to recover compensation under the common law. There might be some dispute over the question before the courts now, but the difficulty could be overcome in a more reasonable and fairer way. If there was contributory negligence on the part of the employee, the common law rightly prevented the recovery of damages; but according to this proposal, the hon. member desired that if the injured person was guilty of 90 per cent. of negligence he would be able to recover compensation, because the accident was not solely due to his own neglect. After listening to the assumed arguments of the member for Murchison, the only conclusion one could come to was that the amendment was not fair or reasonable, and ought not to be placed on the statute-book.

MR. HOLMAN: A question of this description was of too great importance to be dealt with in a light manner. The member for Forrest had talked about common law and common sense, but he knew just about as much of common law as another person's lack of common sense. In almost every case of accident that occurred no cause of action would lie under common law, for if the manager or employer made some appliance safe to-day, and next week owing to neglect it went out of order, the employer would not be responsible unless it was proved beyond doubt that he knew the appliance was not in working order. And under common law it must be proved that the employee did not know anything about the unsafe condition of the appliance or a case would not lie.

MR. SCADDAN: The only other way of dealing with this question was by amending the definition clause. We had a definition of "manager" and a separate definition of "owner." If we struck out the definition of "owner," and retained the definition of "manager," and said it should include "manager or owner," we would overcome the difficulty. At the present time a case was cited before the High Court dealing with the question, so that the matter was in dispute whether the owner or manager was responsible. Legal opinion had been obtained on this question.

THE MINISTER FOR MINES: In regard to the Bill?

MR. SCADDAN: Yes. It was contended the point could not be satisfactorily settled unless there was a provision of the kind now before the Committee. The Bill was not clear, and the only provision that could make it clear was this amendment. The Full Court had ruled that the owner was the responsible person, but an appeal rested with the High Court as to whether that was correct or not, therefore the point was in doubt. We should make it perfectly clear that the owner should be the responsible person if necessary through his agent, because the manager might be a man of straw.

MR. TAYLOR: The legal opinion which the member for Ivanhoe had obtained clearly pointed out that these sections repealed by the Workers' Compensation Act should be re-enacted. Of what use was it for members on this (Opposition) side to put forward arguments when they were not listened to, and the decision was given by a blind majority answering to the call of the division bell? It was a conspiracy on the part of the Government and their supporters to dishearten members on this (Opposition) side. The Minister had no argument and no reason to support him, but the majority came in and voted for him solidly. It was scandalous in the extreme.

MR. SCADDAN: The Minister apparently considered that this clause and the clause previously discussed dealt with the same subject, but such was not the case. One dealt with the liability for an accident, and the other placed the

liability for recovering damages upon another person.

THE MINISTER: That was so, but with the approval of the mover we consented to discuss both clauses at the same time.

MR. HOLMAN: No. He absolutely declined, and said they were entirely different.

MR. SCADDAN: When the Attorney General was discussing the matter he (Mr. Scaddan) insisted it was a distinct matter. Now we were discussing purely who was liable.

THE MINISTER FOR MINES: Very well.

MR. SCADDAN: It did not seem very well from our (Opposition) standpoint.

THE MINISTER: The member for Murchison consented, he had understood, but if the hon. member asserted that he did not, he accepted the statement. He (the Minister) and other members had dealt very fully with both clauses. They pointed out especially that this would give to the miner another avenue of suing for damages. [MR. SCADDAN: It did nothing of the sort.] Though this clause was different from the previous one, they were both repealed from the original Act when the Workers' Compensation Act was passed. For that reason we had dealt with the two clauses as one, and this long discussion was therefore surprising.

MR. WALKER: Those who were debating the previous clause understood that they might discuss this clause also; but the mover said the clauses were separate and must be discussed separately. Though both formed part of an old Act, they were entirely different. This clause would place the liability on the right shoulders. Under all existing Acts the question arose whether the owner or the manager was responsible. This Bill did not make that clear, and the new clause provided that the owner should be liable. The quibble that the manager was responsible had been raised in the courts, and an appeal on that point was now pending before the High Court. Let us pass this clause, and avoid expensive litigation. There was no outcry against the clause when it was in the old Act.

MR. HOLMAN: Mr. Justice Burnside, in giving judgment in a case where the plaintiff claimed that he was injured by reason of the defendant company having failed to comply with the Mines Regulation Act, said the question arose whether the statute imposed on the defendant company the duty of observing certain rules, and this duty was cast on the manager, who was either the owner or his nominee; that the Legislature did not intend to cast this duty on two persons, and the Act did not impose the duty on the owner as distinct from the manager, but the only duty imposed by the Act on the owner was that of appointing a manager; also that the defendant company could not be held liable for injuries arising from a breach of the Mines Regulation Act, though there might be a remedy under other Acts. The verdict was for the defendant. The provision in the present Bill was exactly the same as the existing law.

THE MINISTER FOR MINES: Subclause 3 of Clause 26 provided that the manager, owner, or agent should be deemed guilty of an offence against the Act unless they reported any breach, or showed to the satisfaction of th court that all reasonable means of preventing such breach were taken. We threw the responsibility on the owner, agent, or manager, and gave the department power to proceed against whichever the department thought fit. The suggested amendment was quite apart from that. It was asked that another provision should be made for the purpose of suing for damages. The matter had been sufficiently debated. He did not propose to debate it farther.

MR. SCADDAN: The Minister should have read the whole of Clause 26. Subclause 1 of that clause provided that the manager was to enforce the provisions of the Act, and not the manager, owner, or agent. Subclause 3 simply made the manager, owner, or agent responsible for not reporting any breach. It was essential that we should specify in the Bill that the responsible person liable for the payment of damages was the owner, as desired by this proposed clause.

THE MINISTER: That was not the object of the proposed clause.

MR. SCADDAN: Yes; if any person suffered injury through the neglect of the owner or agent, that person could recover compensation from the owner.

THE MINISTER: The clause made special provision to sue for compensation under the Mines Regulation Act.

Mr. SCADDAN: We sued under the Mines Regulation Act to-day. In a Full Court case recently heard, it was distinctly laid down that the party could not sue under the common law or the Employers' Liability Act, and the only statute left was the Mines Regulation Act; and then the whole question hinged on who was liable. The manager might be a man of straw. The owner was the only person against whom there was any chance of recovering damages.

Question (to add the proposed clause) put, and a division taken with the following result:—

Ayes	...	...	8
Noes	...	...	16
Majority against	...	...	8

Ayes.	Noes.
Mr. Bolton	Mr. Barnett
Mr. Collier	Mr. Carson
Mr. Heitmann	Mr. Davies
Mr. Holman	Mr. Eddy
Mr. Scaddan	Mr. Ewing
Mr. Walker	Mr. Gordon
Mr. Ware	Mr. Gregory
Mr. Troy (*Teller*).	Mr. Keenan
	Mr. Layman
	Mr. Male
	Mr. Mitchell
	Mr. Price
	Mr. Smith
	Mr. Stone
	Mr. A. J. Wilson
	Mr. Hardwick (*Teller*).

Question thus negatived.

Mr. HOLMAN asked the Minister to report progress.

The MINISTER: There were so many amendments to deal with that it was not fair to ask now for progress to be reported. The Government had promised to recommit the Bill; the new regulations had to be printed, and would require to be on the table for some time; therefore it would be getting late in the session before the Bill was finally dealt with.

Mr. Holman: Suppose members withdrew farther amendments and moved them on recommittal?

The MINISTER: That would be worse. It was desirable to get some more work done to-night.

New Clause:

Mr. HOLMAN moved that the following be inserted as Clause 48:—

No person, whether skilled or unskilled, shall be employed in or about any mine either above or below ground, on Sunday for more than six hours inclusive of meal times, and the remuneration for six hours' work on Sunday shall not be less than is paid for eight hours' work on any other day. This section shall not apply to caretakers or watchmen.

The intention was to compel the employer to pay more for Sunday labour. The Chamber of Mines had stated that the annual loss to be sustained among eleven companies if there was a stoppage of Sunday labour would be £539,038. If that were so, the companies should not object to pay a little extra for Sunday work. The men should work six hours and receive remuneration as if they had worked eight hours. The Arbitration Court had refused to deal with this matter. In the event of the clause being carried, work would have to be absolutely necessary, or men would not be employed on Sunday.

The MINISTER FOR MINES hoped the Committee would reject the amendment, as it would be absolutely impossible to carry it out. In his opinion, if men were compelled to work on Sunday they should receive some increase on the ordinary payment. We should prevent all unnecessary work on Sunday, but the question of payment was under the control and within the jurisdiction of the Arbitration Court.

Mr. HOLMAN had conducted several cases before the Arbitration Court in which this question had cropped up, and the Arbitration Court had refused to interfere with Sunday work, for the court stated that Sunday work was absolutely prohibited by Act of Parliament unless necessary. As the court refused to deal with the question, we should deal with it in the Bill.

Mr. TROY: The new clause should be supported. On every occasion when before the Arbitration Court he had endeavoured to have an extra wage paid for Sunday labour; but despite the evidence brought forward, the court had refused to give an award in connection with that subject; not because the evidence was not sufficient, but because the Judge had always held that Sunday labour was regulated by Act of Parliament, and was prohibited by Act of Parliament unless it was absolutely necessary. Seeing that it was prohibited it was only fair that those persons who were compelled to work on Sunday should receive more wages. He was

convinced that if the Judge felt he was to decide whether a better wage should be paid for Sunday work, his Honour would give it. The court had all along been in sympathy with the aim to secure a larger remuneration for Sunday work. If a man was required to work only six hours a day he would do as much in those six hours as he would otherwise do in eight. A man working every day in the year was not fit to do as much as a man working only six days in a week. He himself had worked 12 months without a spell. The mining companies could afford to pay a little more for Sunday labour. He preferred to see Sunday labour abolished.

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

Ayes	...	...	...	8
Noes	...	...	...	16
Majority against			...	8

Ayes.	Noes.
Mr. Collier	Mr. Barnett
Mr. Daglish	Mr. Carson
Mr. Heitmann	Mr. Davies
Mr. Holman	Mr. Eddy
Mr. Scaddan	Mr. Ewing
Mr. Walker	Mr. Gordon
Mr. Ware	Mr. Gregory
Mr. Troy (*Teller*).	Mr. Hardwick
	Mr. Keenan
	Mr. Male
	Mr. Mitchell
	Mr. Price
	Mr. Smith
	Mr. Stone
	Mr. A. J. Wilson
	Mr. Layman (*Teller*).

Question thus negatived.

THE MINISTER FOR MINES: As to the new clause tabled by the member for Ivanhoe (Mr. Scaddan), to stand as Clause 59, the Attorney General would draft a proviso to the original Clause 59, so as to empower the court to imprison for six months the manager or any other person guilty of serious neglect of duty.

MR. SCADDAN: With that assurance he would refrain from moving.

CONTRACT WORK UNDERGROUND.

New Clause—Contract work underground:

MR. SCADDAN moved that the following be added as a new clause:—

After the passing of this Act, no contract work shall be permitted underground in any mine.

The main object in moving was to protest on behalf of the workers, particularly on the Golden Mile, against the present pernicious system of so-called contract, which was the worst form of piece-work, and absolute sweating. The contract system should no longer be permitted underground. It was said that by this system the mines could be more economically worked. So they could, because the remuneration was cut down to so fine a point that the men were either earning starvation wages or, if earning a fair wage, they were injuring their health while still comparatively young. A miner who used to be a strong supporter of the system was now in Perth recruiting his health, and although only 34 years of age, it was doubtful whether he could again follow his employment. When working, he had earned £5 or £6 a week. Men were asked to give a price for so much work; but the terms of the contract were so indefinite that they might not proceed many feet before the management would cut down the price fixed. Some of the mines continued to reduce the price until the men were in some cases receiving much less than the minimum wage fixed by the Arbitration Court. He produced a form of contract, about the finest specimen of a contract agreement he had yet seen. It set out that certain work should be performed, but the next provision was that the extent of the work specified to be performed was approximate only, the company having full power to determine the contract at any time, without liability of any kind to make compensation for wrongful dismissal or breach of the contract. Immediately the contractors struck good country the company could determine the contract, or as an alternative cut the price so that the men would not earn more than the minimum rate fixed by the court; probably less. Another clause provided for the boring of sample holes every few feet where directed, and another for the remuneration per footage. The agreement stated the number of men who should be employed on the contract, and the number of shifts they should work, and provided that additional men should from time to time be employed when required by the company, the wages of such additional men being deducted from the moneys due to the contractors, who thereby agreed to authorise such deduction. Attached to this agreement

as a statement of moneys due to a ertain party of contractors, and the eading man of the party told him that ney had no knowledge, until they re-ived the statement, that the company ad employed certain men on wages to o the work the contractors were upposed to be doing. The latter ad practically nothing to divide, early the whole of the money they hought due to them being deducted o pay wages men. This was not a olitary case in which wages men were ut on without the knowledge of the con-ractors, who were absolutely at the ercy of the company. The wages men mployed might be incompetent. The greement provided that the contractors hould do all timbering which might in he opinion of the company be necessary o secure the ground. Not much excep-ion could be taken to that; but the com-anies sometimes made the contractors imber certain parts of the mine in such fashion that men could not earn fair ages. Another clause provided that ny contractor absenting himself from ork for one or more shifts thereby greed that the company might provide a ubstitute and deduct the substitute's arnings, providing that any contractor ho should absent himself from work for wo consecutive shifts should be deemed o have retired, and another contractor ight be substituted.

[12 o'clock midnight.]

Mr. SCADDAN (continuing): The ompany could under this agreement at s discretion, without alleging any reason r cause, dismiss the contractor, who as entitled only on the completion of the ontract to be paid *pro rata* for the num-er of shifts he actually worked on the ontract to the time of his dismissal. The ompany were to incur no liability to any erson employed in connection with this ork by reason of any loss or injury on he work being performed.

The Minister: The company could ot do that.

Mr. SCADDAN: But they did it.

The Minister: It was not worth the aper it was written on.

Mr. SCADDAN: The measurement of he company's surveyor was to be final, nd was to be accepted by both parties o the agreement.

The Minister failed to see what this had to do with the Bill.

Mr. SCADDAN: We were trying to regulate mining, not only from the standpoint of wages to be earned, but from the standpoint of the safety of the men and their health, which was the main consideration in proposing that no contracts should be permitted underground. These men were absolutely at the mercy of the company, and were compelled to work under conditions which were unsafe and certainly detrimental to their health, in order to earn a few shillings to keep themselves and their wives and families. No member of the House would submit to some of the provisions of the agreement he had mentioned. Would members therefore permit such conditions to prevail? Probably the Minister would argue that the Arbitration Court had declined to abolish the contract system; but it was difficult to get men to produce evidence against the contract system. They were afraid of losing their employment; and probably earning good wages, they forget the injury done to their fellow-workers. We should save these men from themselves; we should step in to prevent their taking contracts. The Arbitration Court had seen no reason to direct that the contract system should be abolished, and had refused an application to that effect; but the court was of opinion and directed that agreements must be in writing, and must contain a clear specification of the work required to be done, the price at which it was to be done, the price at which stores and explosives were to be supplied by the company to the contractor, and the dates of progress payments; and the court also specified that notice of the terms of the contract must be posted in a conspicuous place on the mine. This latter provision was not carried out on the Golden Mile. It was difficult to get a copy of any contract agreement. The men were taken to the office and asked if they would take a contract at such a price; and if they agreed, an agreement was given to them to sign; but the companies took all precautions to see that no copies got out of the mine offices. No copies were given to the men; therefore the companies could destroy the agreements if they chose to do so, and the men had no

remedy. It was with considerable difficulty he had obtained a copy of the agreement he had quoted. We should at least take steps to modify the present contract system. It was a sweating system. In no other employment would the masters be allowed to cut down the contract price if the employees happened to make good wages one week. In the mines there was such a cutting system that men were unable to obtain even the minimum wage fixed by the Arbitration Court. The court recommended that the agreement entered into by the Great Boulder Mine be adopted as the uniform contract agreement; but that recommendation was not carried out, and to-day we had a pernicious system of contract that was eating out the hearts of the best men on the goldfields. The mines were getting down to a fair depth, where ventilation was bad; and if the employers permitted men to work at ridiculous rates there was the possibility of the contract system being abolished. The time had arrived when we should take in hand some provision against the contract system as it at present existed. The workers were not desirous that the contract system should be abolished. This system had culled out all the worst men, until now absolutely the best men possible to be found were employed on this work. And the best men were permitted to make over the maximum rate. The Minister might take the matter in hand and consider the ways and means of preventing this system causing such havoc amongst the citizens that it was doing to-day. No man was justified, knowing the conditions that existed, in permitting the system to continue longer than was possible. One knew of numerous instances in which men living in Kalgoorlie wished to go East, or were trying to get some light job in Perth, because their health had been broken down by the contract system. It was to be hoped the Minister would accept the amendment or give some assurance that the matter would receive his consideration. When Mr. Hastie was Minister for Mines he agreed that a Commission should be appointed to inquire into the alleged evils of the contract system. But, unfortunately, he went out of office and his intention was not carried out. If the Minister would not appoint a Commission, let him make some inquiries so as to minimise the danger that at present existed.

MR. GORDON opposed the amendment. Was it not a fact that the work done under contract in the mines was cleaner and better than that done by day labour? In the case of work done by contract there was a gain of 20 to 25 per cent. as compared with that done by day labour. He believed the Government not long since, during some stir in relation to the unemployed, sent men to Mount Stirling to do some contract work. Probably some of the men earned 13s. a day, some earned 3s. 6d. or 3s., and others 2s. 8d.

MR. SCADDAN: What was the question before the Committee, if it was not contract work underground? He had not dealt with the wages under the contract system at all, but the health of the miners under this system.

MR. GORDON: The argument held good just the same. If a man overexerted himself, was that the fault of the mine-owner who gave him contract work and paid him a fair contract wage? It was a matter for agreement. Why handicap a man who had the capacity and the muscle as against the weak man? That would be most unfair.

THE MINISTER: No one after hearing the member for Ivanhoe could doubt his honesty of purpose and the serious way in which he looked at this question. But we had to consider whether a Mines Regulation Bill was a proper place to deal with a question of this sort. The hon. member probably would not suggest that in any legislation other than that relating to mining we would dare to consider the advisability of stopping the contract system. And why should we do it in our mines? The hon. member argued that, owing to men being induced to work harder and exhausting themselves to a greater degree, they were more likely to injure their health. Did not that apply to the mining industry in the other States and to almost every other industry? There were factories in large cities in which there were hundreds of people who had lost their health. It might not necessarily follow that loss of health resulted from working at the trade. In some cases where people lost their health the illness might be quite natural. It would be impossible to put within the

scope of a Mines Regulation Bill a clause of this sort. The hon. member asked whether if he (the Minister) did not agree with this amendment he would promise some farther investigation in regard to the contract system. Nearly three years ago he appointed a Commission to inquire into the contract system. [Mr. Scaddan: No.] He begged the hon. member's pardon. We had the report here, in which the commissioners stated they had not had time to go exhaustively into the question. They gave us the evidence. The board asked that they should be reappointed for the purpose of inquiring into the question; but he did not feel at the time that it would be wise to make a farther appointment. His idea apparently was followed by Mr. Hastie and those who succeeded him, because they allowed twelve months to pass without appointing any board. He was not saying there were no questions for investigation in regard to the contract system, but it had been recognised by the workmen and all interested in the industry that the question was one for the Arbitration Court to deal with. The matter had been brought forward on several occasions by those opposed to the contract system. We had the remarks of the president in 1904, and they were worth reading. These remarks were made by the president of the Arbitration Court after due investigation; and members should put this statement against the statement made by the hon. member opposite, and then judge for themselves which was the proper procedure to adopt. The president said:—

> I do not think that either party can do away with the contract system. A contract system is an agreement entered into voluntarily. If we were to say that a man must drive 20 feet or any other number of feet, it might be that one party or the other would say that he would not drive on contract at all. So far as my experience has gone I have found that a vast majority of the men prefer contract work. It seems to me that they have got along all right hitherto, and that if we were to interfere in this matter we should be cutting away a source of revenue. I think it would be very easy to arrange that when a contract of the nature referred to is entered into it is not to be terminated without good cause.

Special directions were given by the court as as to how contracts were to be entered into and determined. Next year this question was again brought up at Lawlers, and the president of the Court remarked: "Mr. Lynch said 'We are not in a position to seriously support this proposal to do away with contract work.'" The Labour advocates did not even press the question.

Mr. Troy: They often had too much evidence. There was no time.

The Minister: The applicant was Mr. Lynch, who abandoned his claim for the abolition of the contract system because he found he could not get evidence to support his case. Surely that proved conclusively there was no evidence. The mine managers showed that in shaft sinking the men employed on the contract system were earning on the average 21s. 5·61d. per shift, or 49·59 per cent. more than they earned under the arbitration award; men employed in rises earned 16s. 9·59d., or 18·99 per cent. more; in winzes 15s. 11·71d., or 19·24 per cent. more; in drives 16s. 3·40d., or 21·73 per cent. more; in crosscuts 15s. 10·40d., or 19·02 per cent. more; and in stopes 15s. 2·94d., or 14·21 per cent. more. The mine managers asserted that these were averages, and not special cases—the average for all the men employed on the contract system for 12 months. Even if the average earnings were lower, he would not depart from the principle enunciated from the beginning, that this was not a question for the Mines Regulation Bill but for the Arbitration Court. If wrong and improper contracts were being made, we must consider how by legislation to prevent them. An hon. member (Mr. Scaddan) had read out a supposed contract, in which there was one absurdity, namely contracting outside the Workers' Compensation Act. The document would not be worth the paper it was written on, and one could not understand the Mine Managers' Association of Kalgoorlie entering into such an agreement.

Mr. Scaddan: It was executed by Bewick, Moreing & Co., represented in the Chamber of Mines by the Attorney General.

The Minister hoped the hon. member would give him a copy of the document.

Mr. Heitmann: It was drawn up by the Attorney General.

THE MINISTER would be pleased to have a copy. He was prepared to make a farther investigation of the contract system, and to ask the State Mining Engineer to give the House next session a farther report of the results of his investigations. If it was found there was anything wrong with the contract system, remedial legislation would be introduced, but not in this Bill.

MR. WALKER: The Mines Regulation Bill was the proper place for regulating contracts, for no regulation would more adequately protect the wage-earner in mines. The agitation for the abolition of contract work had been in progress for a long time, and involved the wage question, which was becoming imminent in the industry. By the contract system the Arbitration Court award could be avoided. If the figures supplied by the Minister or the Chamber of Mines were correct something could be said for the system, if that scale were universally adopted. But the figures quoted were of doubtful value. Probably they represented the average in certain cases; but he knew of contracts let one week at a certain figure, next week at a lower figure, and next week still lower, in order to reduce the earnings; and the reductions continued until the contractors earned less than the wages awarded by the Arbitration Court. If a large mine determined to have all work done by contract, the Arbitration Court award was not worth the snap of a finger, for the court could not interfere with contract work. Thus all our laws to regulate hours of labour and the standard of wages, and to protect the workers generally, were absolutely rendered useless; and it was the thin end of the wedge towards reducing wages generally throughout the goldfields. Nothing could be more threatening to the workers in the industry than this contract system. There was sense in the remarks of the member for Canning (Mr. Gordon) that the strong man should be permitted to earn more than the weak man; but the temptation under the contract system was to struggle to the utmost in rivalry to earn a little more than one's fellows, and the weak were forced to the wall and became ruined in health in the effort to keep up with the strong. The full-steam energy became the minimum; the weak went down in striving to maintain the minimum, and thus competition ceased and the rate of wages fell. In these circumstances we should place in the Mines Regulation Bill a provision to protect the industry against this contract system. We had passed the day when they massacred the innocents and trampled on one another heedless of who lived or died. Nowadays we protected human life and checked those men who would crush their fellows, caring not how others fared. The amendment proposed that protection, and proposed to avoid the menacing trouble.

[MR. DAGLISH took the Chair.]

MR. COLLIER: Having recognised how futile it was for the Opposition to carry amendments, he refrained from speaking earlier. He had thought that the arguments advanced by mining members would have regard paid to them; but as the debates on this Bill progressed he realised how useless it was to put forward arguments. However, he could not refrain from speaking on this contract system. The great difficulty with this system was that it was not a contract system at all. When tenders were called for a contract, one would naturally expect that the contractors would be allowed to carry out any contract they took until they finished it; but that was not the system. If the men in a party each earned 18s. or 19s. a day for the first fortnight, the boss would tell them that their price was so much for the ensuing fortnight. That placed the men entirely at the mercy of the managers or bosses, and in the present state of the labour market they had no choice but to accept the terms offered. Twelve men had worked on a contract for a fortnight and the average earning was 4s. 6d. a day for each man. The Minister had quoted figures supplied by the Chamber of Mines as to the high average earned by men on contracts; but from the knowledge he (Mr. Collier) possessed of the wages earned by the men on the goldfields, he refused to believe that the statement put forward by the Chamber of Mines was correct. Certainly men engaged in shaft sinking by contract earned good wages, somewhat above the wage prescribed by the Arbitration Court; but the managers knew that if

they did not give a price that would enable the men to earn a higher wage than the Arbitration Court fixed, they would not get men at all. It was work that every miner could not do. Only a limited number of men were qualified to do the work, and of the number qualified only a limited number were willing to do the work. There were thousands of men on the fields to-day who were broken down in health through working under the contract system. He had received numbers of letters from men on the fields asking him to try and obtain lighter work for them as they were broken down in health. They had worked for years on the fields, and their health had broken down in consequence of this contract system. The mines were getting down to something like 2,000 feet, and men were compelled to rush into a place immediately after firing and before the smoke had cleared off so as to earn a decent wage. He had seen men working during the crib hour so that the machines could go on during the whole eight hours. The Minister had stated that every industry was more or less injurious to health. He was prepared to grant that, but surely the Minister did not advance that as an argument why we should not protect the health of the miners. It was an absurd argument. The Minister had also stated that he was prepared to consider this matter, and that if he found anything wrong he would perhaps bring down amending legislation next session. It was rather late in the day for the Minister to make that promise, for this contract system had been a burning question on the goldfields for years. One would have expected that the Minister would have been prepared now with some proposal. The Minister stated he was prepared to consider the matter and bring down an amendment next session.

The Minister: Not in connection with the Mining Bill.

Mr. COLLIER: Such a proposal was not out of place in a Mining Bill, for this measure was brought down chiefly to preserve the health of men working in gold mines, and nothing in the gold mines was injuring the health of the men more than the contract system; therefore such a proposal was quite pertinent to the measure. The Minister should have been prepared with a statement as to what action he was willing to take in this matter. One was voicing the opinions of the majority of the men on the Golden Mile when he said that it would make little difference whether the Bill passed or not.

[1 o'clock a.m.]

Mr. TROY: Before that dinner given by the Chamber of Commerce, it was possible to have arguments on this (Opposition) side listened to, and in several instances to carry amendments moved by this side, but since then there had not been a possibility of members on the Opposition side receiving attention. We were told that people took contracts because they were greedy. The reason, however, why people took contract work was that they were compelled to, owing to the fact that they could get work under no other conditions. In the Fingal mine a great deal of work was being done under contract. It had been pointed out how badly this system worked in the Kalgoorlie Belt. The miners did not want it. A few miners made good wages, but the majority did not, and within a short time they ruined their health because of the high pressure under which they had to work. There were hundreds of men out of work. Men must work under any conditions; and thus we had the contract system. We were asked to believe that the miners were desirous of having the contract system continued; yet we had the miners' representatives urging that it should be put a stop to. We could not believe the arguments adduced by the Chamber of Mines, but must believe those brought forward by the representatives of the miners themselves. The Arbitration Court had on several occasions dealt in some way with the question of contract, but had never taken it into serious consideration, because to thoroughly settle it a case would have to be cited dealing with contract alone. The member for Leonora allowed the contract question to drop because he had so many other matters to attend to in the direction of the scale of wages, and there had not been time to inquire into the contract system. In connection with the wages, the president had always laid it down that certain conditions must obtain when a contract was

given. But those conditions were never followed out.

THE MINISTER: One could not contract himself out of the Act.

MR. TROY: But it must be remembered that miners undertook contracts probably knowing they were illegal.

THE MINISTER: To put such a clause in the agreement would be useless.

MR. TROY: But there were other things which were just as bad. A company had power at its discretion without urging any reason or cause, to dismiss any contractor, who should be entitled only on completion of the contract to be paid *pro rata* for the number of shifts worked up to the time of such dismissal. It might be two years before the contract was completed, yet that man must wait for his money all that time. If the owner of a mine found that he could get the work done at a lower price, he could dismiss the contractor and give it to another person. Such a system was bound to have most pernicious results. He did not think Mr. Justice Burnside would allow this to exist for a day. So far as another Judge was concerned, no one would take his opinion on this or other matters under consideration.

MR EWING: That was a reflection on him.

MR. TROY would say so. He had reason to reflect on him. He did not reflect upon the man's integrity or honour, but he had a lack of judgment.

THE CHAIRMAN: The hon. member must not reflect upon a Judge.

MR. TROY would not reflect upon him, but would give reasons why he refused to agree to his decision.

THE CHAIRMAN: The hon. member must adhere to the clause.

MR. TROY was doing so. One could not always expect a Judge to deal impartially with these matters, because he had not the knowledge to enable him to do so.

THE MINISTER: The hon. member said just now that Mr. Lynch, when conducting that case, had not time to give attention to the contract system, and therefore could not advocate its abolition.

MR. TROY: In that particular case, but not in all cases.

THE MINISTER: And therefore the hon. member (Mr. Troy) criticised the Judge.

MR. TROY: And with good reason. The Judge, lacking experience, could not give an impartial decision. One Judge said he fixed a rate of wages lower than that ruling at Kalgoorlie, because the people resided in a portion of the State so remote that they did not have to wear so much clothing as those in Kalgoorlie. If the Minister were desirous of improving the conditions, he would take this opportunity of abolishing the contract system, or of enforcing better conditions. The workers were unable to appeal to the court, because their living depended on the contract system. If they complained, they were put out of a job, and were black-listed from one field to another.

MR. SCADDAN: The black-list was in existence.

MR. TROY: And always had been. He knew a man at Day Dawn who for years could not get a job, because he was black-listed; and he knew a man in similar circumstances at Moora. Inexperienced members should be guided by those who understood the pernicious contract system, which, if the new clause were not passed, the Minister should do something to regulate in this Bill.

MR. EDDY: Whether or not the figures of the Chamber of Mines were right, they showed that the men working under contract had earned an average of 25 per cent. more than the ordinary rate of wages. We were told that the contract system was a form of sweating. Two or three weeks ago he, with the member for Mount Magnet (Mr. Troy) and others, constituting the select committee on sweating, received letters from Kalgoorlie urging the necessity for taking evidence in that town.

MR. SCADDAN: Could the hon. member make known what transpired in a select committee?

MR. EDDY: The names of the writers of the letters appeared in the Press. When the committee reached Coolgardie——

THE CHAIRMAN (Mr. Daglish): The hon. member must not reveal any doings of the select committee.

MR. EDDY: Nor would he. The committee went to Kalgoorlie expecting to hear something that they did not hear. No evidence of any kind was forthcoming in reference to this question.

THE MINISTER: Did not the select committee take any evidence on the contract system?

MR. EDDY had just been told that he must not reveal anything. No evidence was forthcoming. If the men referred to by the member for Boulder were averaging as little as 4s. 6d. per day, why was not their evidence available?

MR. COLLIER: Did the hon. member question his accuracy?

MR. EDDY: The statement might be true; but there was an opportunity for the men to give valuable evidence. He did not deny the hon. member's statement, but he accepted the statement of the Chamber of Mines. As no evidence against the contract system could be obtained, it is clear that the men themselves were not in favour of its abolition. It was a voluntary agreement between masters and men, and if the parties accepted the contracts with their eyes open it was not our duty to legislate to interfere. A clause of this kind would be a form of Russian legislation we did not want in this State, and it would be a brake on the man of muscle and an opportunity for the loafer.

MR. HOLMAN: The hon. member evidently knew nothing about the condition of affairs in mining. There was a case in Coolgardie recently where it was shown that the men working on contract had been cut down to a price considerably below the arbitration award. Under the present contract system it was possible for men to work for months for low wages in order to have work at all; but it was useless to discuss this matter and to advance arguments. He had in his possession letters received from many persons on the Murchison asking him to do his best to have a provision of this kind inserted in the Bill. He could read these letters to the Committee, but it would be useless to do so. He supported the clause because the contract system was detrimental to the health and safety of the workers in the industry, because it was a system of sweating carried to the extreme by some managers, because workers were treated unfairly, because it was no contract system in the true sense of the word, and because it was a system by which the managers paid men to do work at cheaper rates than the standard fixed by the Arbitration Court.

MR. HEITMANN: Would the member for Coolgardie (Mr. Eddy) go back to importing niggers on a voluntary agreement, as was done some years ago?

MR. EDDY: Certainly not; the cases were different. He wanted no cheap labour.

MR. HEITMANN: Then the hon. member should not desire to continue the contract system. The managers would not advocate the system if it did not mean getting work done at low rates. The Minister said that if he found anything wrong with the system he would endeavour to rectify it; but the question was what the Minister would call wrong. We should consider whether the system was detrimental to the health of miners rather than take into consideration the question of earning a few shillings extra.

THE MINISTER: Why did not the select committee on sweating take evidence in regard to the instances mentioned?

MR. TROY: The hon. member could not say why, but he (Mr. Troy) would tell the Minister.

MR. HEITMANN: If the Minister had had experience of mining such as some members had gained, he would be the first to say that the contract system was bad for the community. It was rare that the men made more than the standard rate of wage, and they had to work very hard to do so. When there was plenty of work for the men, miners earned good wages out of contracts; but when the time came, as was now the case, when many men were out of work, they were only too glad to compete with one another for a crust. We should legislate to prevent men taking contracts, even if they earned a few shillings extra. We should do it for the sake of the health of the men themselves. There was very little contract in Victoria, and yet there the mines were worked cheaper than in Western Australia. Ninety-five per cent. of the miners were willing to give a fair day's work for a fair day's pay.

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

Ayes	...	...	7
Noes	...	...	16
Majority against		...	9

Ayes.	Noes.
Mr. Collier	Mr. Barnett
Mr. Heitmann	Mr. Carson
Mr. Holman	Mr. Davies
Mr. Scaddan	Mr. Eddy
Mr. Walker	Mr. Ewing
Mr. Ware	Mr. Gordon
Mr. Troy (*Teller*).	Mr. Gregory
	Mr. Keenan
	Mr. Layman
	Mr. Male
	Mr. Mitchell
	Mr. Price
	Mr. Smith
	Mr. Stone
	Mr. A. J. Wilson
	Mr. Hardwick (*Teller*).

Question thus negatived.

MR. HEITMANN: Had the Minister read the notice of amendment by the member for Leonora in regard to spraying?

THE MINISTER: That matter would be dealt with by regulation. He would not recommit the measure until members had a chance of considering the regulations, which would be available shortly. They were now in the printer's hands. The regulations dealt with the question referred to, with sanitation, the testing of ropes, signalling and so forth.

Schedule, Title—agreed to.

Bill reported with amendments.

ADJOURNMENT.

The House adjourned at 1·40 o'clock a.m. Wednesday until the afternoon.

Legislative Council,

Wednesday, 24th October, 1906.

THE PRESIDENT took the Chair at 4·30 o'clock p.m.

PRAYERS.

BILL—PERTH TOWN HALL (SITE).

SECOND READING.

Resumed from the previous day.

Order read. [No farther debate.]

Question put and passed.

Bill read a second time.

IN COMMITTEE.

Clauses 1, 2, 3—agreed to.

Clause 4—Monetary consideration to be expended in building town hall:

THE COLONIAL SECRETARY moved an amendment—

That the words "or any other land approved by a referendum of the ratepayers of the municipality of Perth" be struck out.

As explained on the second reading, it was intended originally to confine this Bill to the land mentioned in the schedule, for a referendum to be taken whether the ratepayers would accept the Irwin Street site and £22,000 in exchange for the present town hall site. As the Bill now read it would apply to any other lands.

HON. W. T. LOTON: Had any negotiations taken place between the Government and the City Council in reference to the purchase of any other land than the Irwin Street block? If not, it was useless to take a referendum except in relation to an exchange of the town hall site for the Irwin Street site and a sum of money. If no other land had been offered by the Government, it was useless to retain the words now proposed to be struck out.

THE COLONIAL SECRETARY: There was no other land offered, but in another place this amendment was proposed by some member who thought he would do the City Council a good turn. The City Council, however, objected to these words. In the negotiations entered into, the City Council asked the Government if they would sell them the Savings Bank site; but the Government were not willing to part with that. They also mentioned the Technical School site in St. George's Terrace, which they would have liked to obtain in exchange; but the Government would not entertain that suggestion either, as they required the premises for perhaps mining offices and a technical school.

HON. J. W. LANGSFORD: This amendment seemed to strike out the only allusion to a referendum in connection with the Bill, and it was on condition of there being a referendum that the Bill had been passed so far. There was a