draw attention to the law of patents to educate members on the subject.

[Speech continued till 8·30 o'clock.]

MOTION, TO PUT THE QUESTION.

HON. A. P. MATHESON moved that the question be now put.

Motion passed.

Question (new clause) put and negatived.

New Clause:

HON. F. WHITCOMBE moved that the following new clause be added:

Wheresoever in Sections 10, 12, 14, 16, and 23 of the Patent Act, 1888, the words "the Attorney General" appear, indicating the authority before whom appeals shall be heard, the sections shall read as if the words "a Judge of the Supreme Court" had appeared in lieu thereof.

The registrar under the Act of 1888 was given considerable power, but there was appeal from him to the Attorney General, and after the various expressions of opinion by hon. members on the present occasion, it would be wise to remove the appeal from the Attorney General to the Supreme Court.

Amendment put and negatived.

Preamble:

THE COLONIAL SECRETARY moved that the preamble be now put.

Motion passed.

Question (preamble) put and passed.

Title—agreed to.

Bill reported without amendment, and the report adopted.

THIRD READING.

Bill read a third time, and *passed* (8·45 o'clock a.m.).

LAND DRAINAGE BILL.

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

HEALTH ACT AMENDMENT BILL.

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

HAMPTON PLAINS RAILWAY BILL. (PRIVATE).

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

ADJOURNMENT.

THE COLONIAL SECRETARY rose to move that the House at its rising do adjourn until half-past 4 the next day.

SEVERAL MEMBERS: No.

THE COLONIAL SECRETARY formally moved that the House do adjourn until half-past 4 o'clock this afternoon (Wednesday).

Question put and passed.

The House adjourned at 8·52 o'clock Wednesday morning until the usual time for meeting in the afternoon.

Legislative Assembly,

Tuesday, 27th November, 1900.

Question: Purchase of Estates, York district—Question: Ice Company Frauds, Prosecutions—Question: Commonwealth Inauguration, Local Celebration—Retrenchment of Mr. H. W. Hargrave, Report of Select Committee—Carriage of Mails Bill, first reading—Railways Amendment Bill, first reading—Health Act Amendment Bill, third reading—Kalgoorlie Roads Board Tramways Bill, Recommittal, reported—Goldfields Act Amendment Bill, Recommittal, reported—Industrial Conciliation and Arbitration Bill, Council's Amendments (24)—Legislative Assembly Buildings, Committee's Report adopted—Conspiracy and Protection of Property Bill, in Committee, reported—Adjournment.

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

PRAYERS.

QUESTION—PURCHASE OF ESTATES, YORK DISTRICT.

MR. VOSPER asked the Minister of Lands: 1, Whether the Government was in negotiation for the purchase of two estates in the York district, called respectively Gwanbadine and Grassdale. 2, What was the area of these estates, and the price per acre proposed to be paid. 3, Who were the present owners.

THE COMMISSIONER OF CROWN LANDS replied:—1, The two estates named have been placed under offer to the Government, under the Agricultural

Land Purchase Act. 2, (*a.*) The area of the Gwambgyne Estate is 9,000 acres, and the price asked is £8,000—17s. 9d. per acre. (*b.*) The area of the Grassdale Estate is about 7,000 acres, and the price asked is 18s. per acre for the whole area. 3, The present owners of the Gwambygyne Estate are F. F. B. Wittenoom and R. H. Habgood. The present owners of the Grassdale Estate are Sir John Forrest and Edward Hamersley, as Executors of Samuel Richard Hamersley.

QUESTION—ICE COMPANY FRAUDS, PROSECUTIONS.

MR. VOSPER asked the Premier: 1. What steps had been taken to prosecute the persons accused by a Select Committee of this House of complicity in the Perth Ice Company frauds. 2, Had informations been laid or warrants issued. 3, If not, why not.

THE PREMIER replied:—1, Informations were laid on the 19th of November instant, and summonses were issued on the same day, and are returnable on the 3rd of December. 2, See answer to No. 1. 3, See answer to No. 1.

QUESTION—COMMONWEALTH INAUGURATION, LOCAL CELEBRATION.

MR. VOSPER (without notice) asked the Premier, Have the Government any intention of causing any local celebration to be made of the inauguration of the Commonwealth of Australia, on the 1st January next?

THE PREMIER replied:—Nothing has been decided on yet. I suppose there will be some celebration.

MR. VOSPER: There ought to be.

RETRENCHMENT OF MR. H. W. HARGRAVE, INQUIRY.

SELECT COMMITTEE'S REPORT.

MR. KINGSMILL brought up the report of the Select Committee which had inquired into the retrenchment of Mr. H. W. Hargrave (Goldfields Water Supply).

Report received, read, and ordered to be printed.

CARRIAGE OF MAILS BILL.

Introduced by the PREMIER, and read a first time.

RAILWAYS ACT AMENDMENT BILL.

Introduced by the PREMIER, and read a first time.

HEALTH ACT AMENDMENT BILL.

Bill read a third time, and transmitted to the Legislative Council.

KALGOORLIE ROADS BOARD TRAMWAYS BILL.

RECOMMITTAL.

On motion by the COMMISSIONER OF RAILWAYS, Bill recommitted for amendment.

MR. GREGORY: Several new clauses stood in his name on the Notice Paper, the object of which was to submit to the ratepayers of the Kalgoorlie Roads Board the question whether the concession should be granted or not. It was impossible to have a more complete poll of the ratepayers taken, because he did not see how a poll of the people outside the Kalgoorlie Roads Board district could be taken. Still the ratepayers of the municipalities of Kalgoorlie and Boulder were interested in this concession, and it would be advisable to have a poll of the three districts.

THE PREMIER: Had not the ratepayers been consulted?

MR. GREGORY: Only by petition. They had not been consulted by having a poll.

Clause 6—Saving rights of Municipality of Kalgoorlie:

MR. MORAN: This clause was foreign to any of the Bills giving permission to construct tramways which had been passed through the Assembly. The proposed new clause of which he had given notice provided for the continuation of the three general routes. He did not wish it to be left to arbitration which line should run through Boulder town. He moved that the clause be struck out.

Motion put and passed, and the clause struck out.

New Clause:

THE COMMISSIONER OF RAILWAYS moved that the following be added as Clause 7:

(1.) Subject to the provisions of the Tramways Act, 1885, and of this Act, an Agreement bearing date the 20th June, 1900, and made between the Kalgoorlie Road Board (thereinafter referred to as the "local authority") of the one part and Charles Preston Dicken-

son of the other part, is hereby validated, and the promoter shall be deemed a party thereto in the place of the said Charles Preston Dickenson.

(2.) In the event of the whole of the tramway routes being hereafter within the area of any single local authority not party to the said agreement, and so long as the whole shall so remain, the said agreement shall be deemed to be made between the Promoter and such local authority.

(3.) In the event of any part of the tramway routes being hereafter within the area of any local authority not party to the said agreement, and so long as any part shall so remain, the said agreement shall be deemed to be made between the Promoter and every local authority within whose area any portion of such routes shall be, and the rights and obligations of the parties respectively shall be apportioned in accordance with the length of route, which shall be within the areas of the local authorities respectively being, or deemed to be parties to the said agreement.

(4.) If the area of any local authority has ceased to include a portion of the said routes, such local authority shall cease to be a party to the said agreement.

MR. JAMES: Had this clause been submitted to the select committee? What power had the roads board to make agreements at all? The provision was open to objection. What was the nature of the agreement?

MR. KINGSMILL: This clause should have been submitted to the select committee; and no doubt it was in existence then.

MR. MORAN: This was the usual agreement as to running powers, rights, and so on; the only new condition being that the minimum wage was specified in the agreement. A copy of the agreement was sent to every member of the Assembly.

THE COMMISSIONER OF RAILWAYS: The clause should be added to the Bill.

Question put and passed, and the clause added to the Bill.

New Clause:

MR. GREGORY moved that the following be added as Clause 8:

If within one calendar month after the passing of this Act the Kalgoorlie Roads Board pass a resolution that the ratepayers of the said board be consulted in reference to this Act, the following provisions shall apply:—

(a.) By the same or any subsequent resolution, a day shall be fixed, not more than two months after the passing of this Act, upon which the votes of such ratepayers shall be taken upon such question.

Such day shall be forthwith published in such manner as the said board directs, and on such day a poll shall be taken of all ratepayers who are entitled to vote for a member of the said Board. In taking such poll, papers in the form in the schedule hereto shall be used, and all the provisions of the Roads Boards Act, 1888, with reference to the taking of the poll at and the conduct of the election of a member of the said Board, shall apply as nearly as may be. Every ratepayer who is in favour of the rights given by this Act being conferred upon the undertakers shall cross out the word "No" appearing on the ballot paper, and those against shall strike out the word "Yes."

(b.) The said Board and the undertakers may each appoint, in writing, two scrutineers for the purposes of such poll.

(c.) After having ascertained the result of the poll in the manner provided by the said Act, the person acting as Returning Officer shall declare the number of votes for and against the rights given by this Act being conferred upon the undertakers, and shall certify such result in writing to the said Board and promoters. Such certificate shall be conclusive and binding.

That was almost an exact copy of the similar clause which had been passed in regard to the Perth Tramways Lighting and Power Bill.

THE PREMIER: It appeared there had been an election of the roads board on this very point, and according to the member for East Coolgardie (Mr. Moran) the members were returned to support the granting of a tramway concession to this company. He was informed also by a member of the roads board that the ratepayers in the roads board district had been consulted, and were unanimous in supporting the concession. If that was the case, and he (the Premier) had no reason to doubt it, then there was not sufficient ground for taking a poll in the manner proposed in the new clause. The objection of some members to this concession was based on the ground that they did not want a tramway to be constructed or worked by private enterprise, but that if constructed at all it should be by the local body or by the Government. The objection of those people was not in regard to the agreement itself.

MR. KINGSMILL moved as an amendment that in line 2 the word

"ratepayers" should be struck out, and the words "adult residents of the area within the jurisdiction" be inserted in lieu. If hon. members would refer to the evidence given before the select committee, they would find that the ratepayers in the roads board district numbered 445 persons, as compared with some 20,000 persons residing in the district who were not ratepayers. If therefore the proportion between those two sets of people was anything like what those figures stated, it showed the necessity for taking a poll of the whole of the adult residents, to ascertain the actual opinion of people in the district. The roads board might make arrangements for taking a poll of the adult residents, and if those who were supporting the undertaking claimed to have a majority, then the taking of a poll would show the majority to be in their favour; but, on the other hand, those who were against the concession claimed to have a majority of 90 per cent. The only two public meetings held on the subject, and taking them for what they were worth, had decided against the granting of the concession. For these reasons he asked that the Government should now support this proposal, in order that this question might be settled in accordance with the wish of a majority of people residing in the district. The concession was being granted against the opinion of railway experts, against the opinion of the select committee, and apparently against the opinion of the real majority of adults residing in the district.

MR. VOSPER supported the amendment on principle, though there would be some difficulties of administration in giving effect to it. To take a poll on this question might involve almost as much labour and expense as in the case of the referendum on the Commonwealth question. Still, this was a matter of administration, and the difficulties were not insuperable.

THE COMMISSIONER OF RAILWAYS: The amendment was one which could not be accepted. If this were really desired by the people in the district, they should have agitated for it at the time the provisional agreement was made. The granting of this concession was supported by the local governing bodies, and by all the associations in the district, and the only objection to it was that the work was not to be carried out by the municipality or by the Government. If tramways in this district would supply a great convenience to the people the sentimental objection should not be pressed too far. Most of the adult population in the district were not ratepayers. The new clause in itself was less objectionable than the amendment.

MR. KINGSMILL: If the people in that district should, as a matter of reason, be in favour of the construction and working of tramways, why not let them say so by taking a vote on the question? The disproportion between those who were not ratepayers and those who were ratepayers was so great that the only way of settling the question was to take a poll of the adult population. A large number of people living in the district were residing, by permission of the leaseholders, on the leases, and therefore could not be rated, but still they ought to be consulted on this question. The difficulties in the way of taking a poll were not great, and the expense involved would not be serious. The roads board had a grant of money in hand from the company, and was also to receive 3 per cent. of the gross earnings; therefore as the ratepayers were a small body and were to receive these benefits, it would not be surprising if those people were in favour of the concession; still, they were a small number as compared with the 20,000 people who were not ratepayers.

MR. JAMES: There were difficulties in the way of carrying out the amendment, as the taking of a poll would cause some delay and involve some expense. It should be observed, however, that those persons in the district who actually paid rates were more directly concerned in this matter than those who did not pay rates; therefore the ratepayers were the proper parties to be consulted, and the poll should be limited to ratepayers. As this Bill conferred on certain persons powers interfering with the rights of local bodies, the only people consulted should be those having a direct interest in the care and welfare of the roads board and the roads over which such board had jurisdiction. The ratepayers might well object to a matter which

affected them principally being determined by persons not ratepayers, and having no direct interest in the roads board. But a poll of the ratepayers was necessary, because the roads board had no jurisdiction over the matter of a tramway, and a roads board election held at the time this concession had been proposed could not be taken to be a decisive expression of opinion on the tramway question.

MR. KINGSMILL: A poll of the ratepayers would not be decisive.

MR. JAMES: Whether the ratepayers' roll was adequate was too wide a question to discuss. It would be difficult to determine who were adult residents, and to devise an electoral qualification which would do complete justice to all interested.

MR. OATS: While agreeing with the last speaker that the ratepayers were the proper persons to be consulted, he maintained they had already been consulted. The tramway concession had been a test question at the last roads board election; and of some 490 voters he (Mr. Oats) did not know one who had voted against the proposal. Respecting the crowded meetings which opposed the scheme, it was well known these were packed. A meeting could be worked up to oppose anything.

MR. WILSON: It must be conceded that members of any municipal body represented the ratepayers.

MR. KINGSMILL: Not in matters outside the province of such body.

MR. WILSON: If members of the roads board had been returned by 490 ratepayers, it was reasonable to suppose that they, when making this contract, represented their constituents. Then why again refer the matter to the ratepayers? In the Perth Electric Lighting Bill a poll of the ratepayers was inserted with reason, because the concession to the company had not been sanctioned by the municipality. But here was a roads board, recently elected, which had entered into a contract; the time for opposition by the ratepayers was before the contract had been signed; and the contract was apparently fair and reasonable, as the Minister had granted the provisional order. In the Goldfields Tramways Bill, recently passed, no referendum had been provided.

MR. KINGSMILL: Because there had been no opposition.

MR. WILSON: In this case, was there any opposition from the ratepayers?

MR. KINGSMILL: There was from the population of the district.

MR. WILSON: The ratepayers were the persons to be consulted. He would oppose the new clause and the proposed amendments thereto. The opposition to the tramway was, he believed, the outcome of jealousy.

THE PREMIER: At the time the Tramways Act was passed, the procedure laid down had, doubtless, been thought convenient; but it had proved inconvenient to the Government, for the idea seemed to prevail that the Government were interested in the passage of this Bill. [SEVERAL MEMBERS: No.] But the Government were really urged on by the local authorities, who had made an agreement with the company, and obtained a provisional order. The Bill had been introduced and referred to a select committee. It was not a Government measure, but was the result of the action of the municipal authorities.

MR. KINGSMILL: And they were seeking for the 3 per cent.

THE PREMIER: Yes; but for the good of the district. The adjoining municipality of Kalgoorlie, other associations, and private citizens—all interested in the matter, no doubt on public grounds—also supported the Bill. There had been a roads board election, and the board were unanimous in urging the passing of the measure; yet now the hon. member (Mr. Kingsmill) wanted a referendum not only of ratepayers—the authorities recognised by law—but of all the inhabitants of the district. What was the country coming to? Who were "the people of the district?" Would they be restricted to those living within a mile of the proposed tramway? Some area must be defined. Such new-fangled ideas were unheard of anywhere. Even the franchise for the Commonwealth referendum had been restricted to Parliamentary electors; yet the hon. member talked of a poll of adult residents, apparently on the principle of "vote early and vote often." There was no suggestion that there should be a roll, or any restriction upon plural voting. Not long ago the hon. member proposing the

new clause (Mr. Gregory) had not been so strongly in favour of a referendum. On the question of payment of members, the hon. member had urged that the people had settled that matter long ago; and when he (the Premier) had asked for a referendum, the hon. member had opposed it. But in this case, notwithstanding that the people of the district had expressed their opinion by electing a roads board unanimously in favour of the Bill, these hon. members favoured another reference to the people. He agreed with the member for the Canning (Mr. Wilson), that we should reject both the proposals, and pass the measure at once if that were the wish of the House.

MR. MOORHEAD: This was only for the purpose of delay.

THE PREMIER: We who had ears to hear and eyes to see knew very well that the people living both in Kalgoorlie municipality and the Roads Board district were anxious to have the Bill passed. That was the reason the Government were in favour of it. The local authorities were in favour of the Bill, and had urged it so strongly and so often that the Government would be glad to see it passed and done with.

MR. GREGORY: It was not desirable to adopt the amendment for taking a poll of the adult residents. A person who liked to locate himself, a few days before the referendum, in the district should not have a voice in this matter. The referendum had been asked for in consequence of the objection raised by people in the locality, that either the municipality should have control of the tramway or that the Government should construct the line. The municipality could not raise the money, and the Government had no desire to carry out the work, although the work was justified in itself. In the face of the opposition to the scheme, it was only right the ratepayers within the area should be appealed to.

THE PREMIER: They did not raise their voices.

MR. GREGORY: The evidence before the select committee was of such a nature that they reported against the scheme.

MR. KINGSMILL: In this case 445 ratepayers had control over a population of 20,000 people, which was not right. He was surprised at the Premier referring to the question of the referendum, because there was a time when the Premier was adverse to referring the great question of federation to a referendum, although he was in favour of referring the lesser question of payment of members to the people.

MR. JAMES: It was not right that under the Tramways Act of 1885 such a Bill as this should have to be introduced by the Commissioner of Railways, upon the granting a provisional order; because in such cases the Bill appeared as a Government measure, and indirectly the Government were committed to it.

THE PREMIER: It ought to be a private Bill.

MR. JAMES: Yes.

MR. ILLINGWORTH: If we were to be guided by the evidence adduced before the select committee, our duty was to reject the Bill altogether. The only way to really ascertain the feelings of the people mostly interested in the question was to refer it by referendum.

MR. MORAN: That had been done already.

MR. MOORHEAD: If we were to accede to the suggestion of the member for Pilbarra (Mr. Kingsmill), every tiddliwinking question which cropped up would have to be referred by referendum to the people. He had gathered that the roads board and the municipal council in the district, without a dissenting voice had approved of the measure, and the opposition had arisen altogether from the Boulder municipality. It was only proposed to carry the line up to the boundary of the Boulder municipality; therefore it was not proposed to interfere in the slightest degree with that municipality but if the Boulder municipality were willing, the present concessionaires were prepared to carry out the line suggested. His experience of the Boulder municipality was that there were half-a-dozen individuals who "ruled the roost." If there was an opinion to be expressed, it was not the opinion of the people, but of three or four individuals as represented by a couple of hundred shop-assistants. He understood a meeting was called in Kalgoorlie for the purposes of discussing this question and having a poll taken. What happened was similar in experience to that which one or two members had had in conducting meetings. A

gentleman came down, something like the proverbial "wolf on the fold," with a number of persons whose voices were swelled with beer, and they swamped the meeting. It then appeared that the "people of Kalgoorlie" were against the measure. Why was there this dog-in-the-manger policy? There was a selfish action on the part of one or two individuals at Boulder who wanted the concession themselves, and had interests to serve, who wished to prevent others from obtaining this concession. He was sorry to see the member for Pilbarra had been made a cat's paw on this occasion for delaying the Bill. This had been cloaked over by the cry which would be made a stalking horse at the next election, "a referendum to the people." That was backed up by the cry on behalf of numbers of people that matters like running the tramways, electric lighting, and gas supply should be in the hands of the people themselves. That was all very well on paper, but when applied practically it would not work out. The municipality of Boulder which was crying out against this Bill, and was hoodwinking the workers' association, could not raise a miserable loan of £10,000 the other day. What chance had that municipality of raising a loan for this purpose? This House was being made a *camera obscuro* for one or two individuals of Boulder of which some members of the House had had experience.

MR. KINGSMILL: As far as the amendment proposed by himself was concerned, he had not been made the cats-paw of anybody: it was brought forward according to his own views. It was not the duty of the Committee to carry the Bill against the advice of the officers of the Government and a select committee of the House.

MR. MOORHEAD: That had been settled long since.

MR. KINGSMILL: The matter was not settled, according to his idea.

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

MR. KINGSMILL: In view of this expression of opinion, he would not move his further amendments.

MR. VOSPER: There were only 450 ratepayers on the roads board roll; therefore it would not be wise to refer a question of this magnitude to 450 people when 20,000 people were concerned: it would be farcical. We should negative the amendment proposed by Mr. Gregory.

Amendment (Mr. Gregory's), for taking a poll of ratepayers, put and negatived.

MR. GREGORY: The further amendments of which he had given notice would not be moved.

New Clause:

MR. MORAN moved that the following clause be added to the Bill:—

If at any time after the passing of this Act the Boulder Municipal Council shall consent to the extension of the tramways herein mentioned through the Municipality of Boulder, then the promoter shall be obliged to apply to the said Council for a concession to construct said tramways, and shall apply to the Commissioner of Public Works for a provisional order to construct said trams, and upon its issue and its confirmation by the Parliament he shall construct the tramways herein mentioned, viz.:—

Route A mentioned in the Schedule to this Act shall be continued from its terminus at Fimister along Fimister Road to Boulder, and thence along Burt Street (or its continuation) to a point opposite the Grand Stand of the Boulder Racecourse.

Route B shall be continued from the boundary of the Boulder Municipality along Lane Street (or its continuation) to its intersection with Dwyer Street, and thence along Dwyer Street to its intersection with Wilson Street, or its continuation.

Route C shall be continued from its present terminus on the Boulder Municipality along North Terrace to its intersection with Wilson Street, thence along Wilson Street, or its continuation, to the intersection of Route B in Dwyer Street. He shall also construct such other tramways as shall be mutually agreed between the Boulder Municipal Council and the Promoter.

If the Promoter shall fail to comply with the provision of this section he shall be liable to a fine of Twenty thousand pounds, and the Boulder Municipality may construct the aforesaid continuation; and the Promoter shall be liable for the whole cost of the same over and above twenty thousand pounds.

It would still be for the people of Boulder to refuse to have the tramway built through their town. He had consulted the concessionaire, who stated that he wished to build the tram through the Boulder municipality; and as far as the fares were concerned, there would be no greater cost to run the tram right through

the town than run to the boundary. At the present time No. 1 route, which proposed to run to the boundary of the municipality, was within a few chains of the post office; route C would run to the boundary and stop there; and the other route ran to the Fimister Areas boundary and stopped there. The main route between the Fimister Areas and the Boulder municipality was Fimister road, and this proposal would bring the tramway along Finister road through the Boulder municipality and on to the Recreation Reserve. Notwithstanding the willingness of the concessionaire to build these tramways, and supposing they were not to be built, then other persons might at a future time divert the traffic for particular reasons. He (Mr. Moran) believed that in carrying this amendment through the House he would receive the gratitude of 99 out of every 100 residents in the Boulder municipality, when the matter came to be fully understood. As to extensions along different streets within the municipality, he left that to be settled between the concessionaire and the municipal council. The amount of £20,000 stated in the motion, although described as a penalty, was not in the nature of a penalty, but was intended to cover the actual cost of construction. It should also be made a condition, and he intended to move this later, that no extra fare should be charged for running the extra distance into the municipality, because this would be the one route continued. The concessionaire was willing that this should be so, and he would be glad to get the power to build these lines on the terms stated in this amendment. Instead of stating a specific sum of £20,000, words might be put in to provide that the Boulder municipality, in the event of the concessionaire not constructing the lines, should construct them within the municipality at the cost and risk of the concessionaire. The routes stated in his amendment would in every case help to feed the stations along the Government railway, and that was a material point. This would obviate to some extent the injurious effect of the competition of these tramways with the State railway. These routes would bring the people to and from the mines, and to and from the racecourse.

MR. WILSON said he understood that the contract mentioned was practically the same as had been agreed to in the case of the Perth Tramways Lighting and Power Bill. There would need to be some further conditions specified.

MR. MORAN: This amendment would only make it obligatory on the promoter or concessionaire to apply to Parliament for confirmation of the provisional order which would have to be issued if this Bill was passed; and when that order came before Parliament for confirmation, the necessary details could be fixed.

MR. ILLINGWORTH: All that was required was that the Boulder municipality should have power to construct the tramways at the cost of the promoter or concessionaire. The amendment might be reduced and simplified considerably. With that object he moved as an amendment on the amendment:

That the words "he shall be liable to a fine of twenty thousand pounds," in lines 1 and 2 of the last paragraph, be struck out, and that the words "over and above twenty thousand pounds," at the end of the paragraph, be struck out.

Amendment (Mr. Illingworth's) put and passed.

MR. MORAN moved, as an addition to his new clause, the following words:—

Such continuations when made shall be worked as part of and in conjunction with the original scheme; provided that no extra fare shall be charged in connection with these continuations.

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

Schedule:

THE COMMISSIONER OF RAILWAYS moved that in paragraph 15, line 2, the word "paid" be inserted after "be"; that in paragraph 19, line 7, "and D" be inserted after "C"; and that paragraph 24 be struck out.

Amendments put and passed.

THE COMMISSIONER OF RAILWAYS moved, further, that the following be inserted as paragraph 24:

24. Subject to the provisions of the Tramways Act, 1885, the promoter shall observe and perform all and singular the terms, conditions, stipulations, and provisions contained in a certain agreement dated the 20th day of June, 1900, and made between the Kalgoorlie Roads Board of the one part and Charles Preston Dickenson of the other part as if the said West Australian Gold Fields, Limited, had been party thereto in the place of the said Charles

Preston Dickenson, except so far as such conditions may be modified by this order, or by the Act confirming the same.

Amendment put and passed.

Route E amended consequentially as Route D.

Resolutions reported, and the report adopted.

GOLDFIELDS ACT AMENDMENT BILL.
RECOMMITTAL.

Consideration on recommittal resumed from the last sitting.

Clause 23—Compensation for land:

THE MINISTER OF MINES: In deference to the wishes of the Committee, he had drafted certain amendments in Clauses 23 and 24. He moved that in Clause 23, line 4, the word "shall" be struck out and "may" inserted.

Amendment put and passed.

THE MINISTER OF MINES further moved that after "thereupon," in line 4, the words "If he think fit" be inserted. This amendment would provide that the warden should not ask for security except when absolutely necessary, and when some damage was likely to be done. If no damage were done, the deposit would be returned.

MR. ILLINGWORTH: The principle that a miner be called on to put down a sum of money as security for damage that was not yet done and never might be done was entirely wrong. It would block men from going on land at all. The class of persons who wanted to go on the land were not in a position to put up security, and if we were going to take away auriferous land for the purpose of making gardens, unless there was some reason to suppose the ground was auriferous, no one would go on to the ground to do any damage. We were to sacrifice auriferous ground for the sake of gardens. The major interest must not be sacrificed for the sake of a minor interest. A miner should not be kept out of a garden if there was gold there. The risk should be taken by the man who leased the area. There was reason to say that a man should pay if damage was done, but to say that he should not enter on land until he had put up a sum of money as security was outrageous.

THE MINISTER OF MINES: This was simply the law at the present time. We should try and protect the interests of the individual on the homestead lease. No claim could be made for damage done to grazing rights, but if a man went on to a lease and pegged out buildings, some security should be given for damage which was likely to be done. It was not desired that a man's industry and thrift should be taken away from him. A homestead lease would be granted for a certain purpose, and if no improvements were made thereon, no security would be required to be given; but if a man pegged out a lease on a homestead, security should be put up for the damage which was likely to be done. If there were no improvements on a lease no security would be asked for. It was not likely that auriferous land would be given away as pastoral leases or garden leases, and miners would have a right to go on them. If the lessee went to the warden and said "Here is a man who has pegged out a 24-acre lease in a bed of cabbages," was not that lessee entitled to some compensation? The warden, no doubt, would say that the miner had no right to commence work until he had put up security for any damage likely to accrue. At the present time no miner could go on a garden area without paying compensation.

MR. ILLINGWORTH: It was not said that a miner should not pay for damage done, but that he should not be asked to pay until the damage was done.

THE MINISTER OF MINES: A miner might have some ill-feeling against another man, destroy property, and then go away. How would that man be secured against the damage done? The Mining Commission, which sat two years ago, reported strongly in favour of this idea?

MR. VOSPER: The trouble had arisen mainly from the way in which Clauses 23 and 24 were worded. The objection taken was that a deposit might operate in a detrimental manner to the prospector, and it was desired to encourage prospecting. If the clause was worded so as to provide that if a miner pegged out any improvements actually in existance, he could not proceed to interfere with the improvements until he paid compensation to be assessed by the warden, then the warden would ask for a certain sum of money to be deposited for compensation. But the clause, as it at present stood, provided that no man

should enter on a lease until he had made a deposit for damages that might accrue hereafter. It was left entirely to the discretion of the warden to say what damage was likely to be done. The conditions primarily were the actual improvements and loss, secondly that a miner should not put in or place his pegs in such a position as to interfere with improvements. If that combination of circumstances arose, then the lessee had a right to go down and ask for a certain sum of money to be deposited for any damage likely to be done.

THE MINISTER OF MINES: A miner was not prevented from going on the land and pegging out, but he must not interfere with improvements. He must not knock down a building or interfere with a tank until he had put down a deposit.

MR. VOSPER: A miner would have to break down a portion of the fence to enable him to enter.

THE MINISTER OF MINES: If there was no gate the fence could be knocked down.

MR. VOSPER: The clause needed recasting to make it more clear. A man should not have to put up a deposit immediately on entering, but when he was going to interfere with improvements.

THE MINISTER OF MINES: The clause provided that already.

At 6·30, the CHAIRMAN left the Chair.

At 7·30, Chair resumed.

Amendment put and passed.

Clause 24:—Appointment of arbitrators:

THE MINISTER OF MINES moved that the word "value," in line 2, be struck out, and "assess" inserted in lieu; also that the words "or likely to be sustained," in line 2, be struck out.

Amendments put and passed.

Clause 51—No person to mine under railway reserve with permission:

THE MINISTER OF MINES moved, that the clause be struck out.

Amendment put and passed.

Bill further reported with amendments, and the report adopted.

INDUSTRIAL CONCILIATION AND ARBITRATION BILL.

COUNCIL'S AMENDMENTS.

Schedule of 24 amendments made by the Legislative Council, considered.

IN COMMITTEE.

Amendment No. 1—Clause 2, strike out definition of "industry" and insert: "Industry" means any business, trade, manufacture, undertaking, calling or employment in which workers are employed:

THE ATTORNEY GENERAL: Hon. members would see, as a necessary corollary of accepting the first amendment, that the second amendment would practically have to be accepted with it. With the object of endeavouring to do our utmost to allow this Bill to become law this session, and with the object of conciliating hon. members in another place, he would go as far as he possibly could in accepting any reasonable amendments which the Legislative Council had made. In regard to this amendment, he thought this Committee might accept it. By the second amendment it would be observed that the new definition of "worker" did not include anyone engaged in clerical labour. He moved that the first amendment be agreed to.

Put and passed, and the Council's amendment agreed to.

No. 2—Clause 2, add the following paragraph:—"Worker" means and includes any person, of the age of eighteen years or more, engaged in any employment other than clerical, in the service of an employer, and paid wages by the week, day, or hour, or by the piece, and dischargeable by notice of one week, or any lesser time, but shall not include—(*a.*) Persons engaged under a contract of service for a period of one month or over; (*b.*) Persons under the age of eighteen years, or, being over that age, if, and whilst acting in the capacity of apprentices:

THE ATTORNEY GENERAL said he had an amendment to propose on the Council's amendment. The definition of "worker" as given in the amendment would mean any person of the age of 18 years or more. As to the age, it had been represented to the Government on behalf of the workers that a great number of persons were employed between 16 and

21 years of age, and that these might be members of unions, and were workers in the strict sense. For instance, a large number were employed as cleaners on the railway, and these persons might strike on their own account, and thus make it impracticable to run the engines and carry on the service of the railways.

MR. WILSON: Not many were employed under 18.

THE ATTORNEY GENERAL: The Government were informed that a large number of persons under 18 years were employed in coal-mining, and as the age fixed in the amendment appeared too high, he thought it would be a fair compromise to make the limit 16 years, so as to include among workers all persons of 16 years of age and over. He moved, therefore, that in the first line of the Council's amendment the word "eighteen" be struck out and "sixteen" inserted in lieu.

Amendment put and passed.

THE ATTORNEY GENERAL: In the third line of the Council's amendment, after the first "the" he moved that the word "fortnight" be inserted, because wages were often paid by the fortnight.

MR. ILLINGWORTH: A month would be better than a fortnight.

THE ATTORNEY GENERAL: If the Committee consented to the first subclause, "persons engaged under a contract of service for a period of one month or over," it would be necessary to alter that to a fortnight, as he had proposed. He understood this to mean that these persons were dischargeable on a fortnight's notice being given.

SEVERAL MEMBERS: On a day's notice.

MR. ILLINGWORTH: Many were paid by the month, but were dischargeable at short notice, their wages being at per day or per hour. Wages were practically paid monthly in many instances.

THE ATTORNEY GENERAL: Where there was a custom to pay wages by the week, they would be included in the definition; but if paid by the fortnight or the month, they would be excluded.

MR. ILLINGWORTH: All wages in mines were paid by the fortnight or month, but workmen were dischargeable as soon as they came off the shift.

MR. JAMES: It was not easy to see the object of inserting the words "paid wages by the week, day, or hour, or by the piece"; and it would be better to strike out these words, as they were not in any Act of this character, so far as he knew, and they would tend to cause confusion. The object of inserting these words appeared to be that an employer might defeat the operation of the Act by engaging certain of his workmen in such a way as would not bring them within this definition, and by treating some of his workmen in that way he might practically control the whole of the workmen and keep them from obtaining the benefits of the Bill.

MR. ILLINGWORTH: It meant contracting themselves out of the Bill.

MR. JAMES: That appeared to be the object of the clause, and the only object he could see was that this would enable an employer to render the Bill nugatory.

MR. GEORGE: No class of workmen in this colony that he knew of were engaged by the month. Men were engaged, as a rule, by the day in the iron trade. As to an employer engaging certain of his workmen in such a way as to render the Bill inoperative, that was not likely to occur. It was better for men and masters to have the service terminable at short notice.

MR. JAMES: Was there any good reason for exempting persons employed for one month or over?

MR. GEORGE: No; nor was the 16 years limit necessary, because apprentices were protected by their indentures, and the Council's amendment would tend to prevent the employment of boys.

THE ATTORNEY GENERAL: The words, "and pay wages by the week, day, or hour, or by the piece," would lead to ambiguity. The Bill was intended for workers in the ordinary acceptation; but a person making an engagement for a month or over was governed by his contract; and it was not such contractors, but persons engaged by the day or week, who would combine under the Bill. Better amend the paragraph by leaving out those words. The exceptions in subparagraphs *a* and *b* governed the whole of the cases which ought to be exempt. Better alter the Council's amendment as little as possible, so that the Bill might pass.

MR. A. FORREST: Was the Minister afraid of the Upper House?

THE ATTORNEY GENERAL: This was a matter of compromise. All the words after "employer," in line 2 down to "time," in line 4, should be struck out.

MR. JAMES: From whence was the Council's amendment taken?

THE ATTORNEY GENERAL: It was original.

MR. WILSON: The Attorney General proposed to strike out too much, for the deletion of the words "and paid wages" would meet all requirements. It was these words which caused the ambiguity. Regarding sub-paragraph *a*, it was not likely that an employer would arrange with workers to contract themselves out of the Bill. In special cases, men were engaged for several months, and the sub-paragraph meant that such men were not to be included. That was not a dangerous provision, and to seriously interfere with the Council's amendments would jeopardise the Bill.

Mr. JAMES: That would not worry the hon. member.

MR. WILSON: It would worry him seriously. He had suffered severely from strikes, and the hon. member's remark was grossly unjust.

THE ATTORNEY GENERAL: The suggestion of the last speaker might be adopted. True, as the hon. member for East Perth (Mr. James) said, a number of employees might contract outside of the Act. But the Bill did not purport to be perfect, and the fewer alterations made, the more chance of getting it passed.

MR. JAMES: The difficulty was to understand the object of the Council's amendment. Whence did this apparently aimless paragraph emanate? The more it was considered, the more were one's suspicions aroused. A "worker" must be paid not only by the day, hour, or piece, but must be "dischargeable by notice of one week." The practical effect of Sub-clause *a* would be to exclude piece workers.

MR. GEORGE: No; it was intended to apply, say, to boot factories.

MR. JAMES: The paragraph had been drafted by employers at Kalgoorlie to meet their wants. In that district there were no persons under contract for a period of one month or over. The paragraph was dangerous.

MR. ILLINGWORTH supported the last speaker. The sub-paragraph was evidently inserted to provide some means whereby an employer could get his workmen to contract themselves out of the Act.

MR. GREGORY: The definition was objectionable. Miners were frequently paid by the calendar month, and it might be contended that they were engaged by the month.

THE ATTORNEY GENERAL: But would mine-managers engage men by the month for the purpose of defeating the Act?

MR. GREGORY: No; but the sub-paragraph should be amended to read: "engaged for a period of over one month." By the paragraph, tributors in mines would be excluded from the definition of "worker." The words, "dischargeable by notice of one week or any lesser time," had evidently been inserted for some hidden purpose.

MR. J. F. T. HASSELL: A man paid by the day or hour must, by the paragraph, have notice "of one week or any lesser time." How would that notice be defined?

MR. GEORGE: By the custom of the trade.

MR. JAMES: Supposing the man were discharged without notice?

MR. J. F. T. HASSELL: Then he had his right of action against the employer.

MR. WILSON: The Council's explanation was that sub-paragraph *a* was to exempt farm hands, seamen, and men engaged in domestic service. The sub-paragraph would apparently do neither harm nor good, and it had not been objected to by the leaders of the Labour Council. Personally, he would be pleased to see the sub-paragraph struck out. He had never engaged men subject to a fortnight's notice.

THE PREMIER: But that might be done.

THE ATTORNEY GENERAL: Sub-paragraph *a* evidently contemplated contracts for a shorter period than one month, and the previous part of the definition excluded persons dischargeable by notice of more than one week. Better amend the Council's amendment as he

had originally proposed. He moved that all the words after "employer," in line 2, down to and including the word "time," in line 4, be struck out.

Amendment (Attorney General's) put and passed.

THE ATTORNEY GENERAL moved that in sub-paragraph *b*, as a consequential amendment, the word "eighteen" be struck out and "sixteen" inserted in lieu.

MR. GEORGE: There should be a proviso prohibiting the employment of boys under a certain age.

MR. JAMES: That would be proper to a Factory Bill.

Consequential amendment agreed to.

Council's amendment as amended put and passed.

No. 3—Clause 3, paragraph 4, line 2, strike out "seven" and insert "twenty-five":

THE ATTORNEY GENERAL: This amendment referred to the number of members that composed an industrial union; and by the Bill as it left this Chamber, the limit was seven, and the amendment made it twenty-five. The Government were informed by a large number of workers that this was an extreme number to put in the Bill, but were willing to accept fifteen as a compromise. He (the Attorney General) accordingly moved as an amendment on the Council's amendment that "twenty-five" be struck out and "fifteen" inserted in lieu.

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

No. 4—Clause 4, Sub-clause 3, add the following paragraph:—"The investment in some security to be approved by the Registrar of the amount hereinafter stated to be necessary for registration of such society as an industrial union in the joint names of two persons, to be elected by such society, and of the Registrar, and subject to the provisions that such amount shall not in any way be diminished or dealt with, pending cancellation of such society as an industrial union, excepting in satisfaction of an order of the Court":

THE ATTORNEY GENERAL: This amendment should be disagreed to *in toto*, because this was practically a penalty clause, not so much on going into Court, but a penalty on forming an industrial union at all. He moved that the amendment be not agreed to.

MR. ILLINGWORTH supported the argument of the Attorney General. If a society had to lodge a deposit of this amount or indeed of any amount, that society would simply not register. Why should fifty societies leave a deposit of money for years in the hands of the Registrar, when those societies might not move the Court at all, or perhaps only three or four might do so. If societies were required to put up security when moving the Court, we could see some reason for that. Many societies which might register under the Bill would probably not use the Court during many years.

MR. WILSON: When the Bill was before this Chamber he had opposed a motion to make societies put up a sum on registration. It would not be fair to penalise any society in this matter; and if it was thought desirable, which he believed the Trades and Labour Council would not object to, they might be required to put up a sum of £25 to £100, according to their membership, before taking action under the arbitration clauses of the Bill.

Question put and passed, and the Council's amendment not agreed to.

No. 5—Add as Sub-clause (4):—"No society shall be registered as an industrial union under this Act unless it shall lodge, together with its application for registration, a certificate showing to the satisfaction of the Registrar that the sum of fifty pounds where the number of members does not exceed fifty, and of one hundred pounds where the number exceeds fifty but does not exceed one hundred, and the sum of two hundred pounds where the number of members exceed one hundred, has been placed in some security approved of by him in the joint names of two members of such society and of himself, or in lieu of such certificate shall deposit with the Registrar a guarantee, to be approved of by him, to pay and discharge any order of the Court to the amounts hereinbefore mentioned: Provided that in the case the sum so deposited or the guarantee so given shall at any time be reduced by payment of an order of the Court, such society shall cease to exist as an industrial union until the amount of

security or guarantee is again increased to the original amount, provided that no union of employers shall be registered until it deposits a sum of two hundred pounds, or finds security for that amount":

THE ATTORNEY GENERAL: This amendment was consequential on the one preceding it, and he moved that it be not agreed to.

Question put and passed, and the Council's amendment not agreed to.

Nos. 6 to 11, inclusive—agreed to.

No. 12—Clause 44, Sub-clause 1, in fifth and sixth lines of third paragraph, strike out "present and voting by ballot," and insert "on the rolls of such association or union voting by ballot or by proxy":

THE ATTORNEY GENERAL: There was much difference of opinion about this amendment, as to voting by ballot or by proxy, and as to the proportion of members who should be required to vote. The Government were informed that the workers did not support the system of voting by proxy, though the Council's amendment was to a certain extent in favour of that view. The amendment, however, imposed the obligation that members of a union must have a majority of votes on the whole of the roll of the association. The Legislative Council had tried to soften down the stringency of that condition by allowing members to vote by proxy. There was the difficulty that proxy forms might not always reach the voters. He thought on the whole this amendment might be agreed to.

MR. JAMES: The real object of this amendment was to insure that an absolute majority of members should vote, in order to secure that no resolution should be passed by less than an absolute majority. An amendment of the same nature was moved in the Assembly when the Bill was being dealt with, and members would recognise there was a difficulty in getting an absolute majority to vote. This amendment required an absolute majority of all persons on the roll; and there might be on the roll a large percentage of members who were dead or had left the district, or were otherwise not in a position to vote. It was difficult in the case of any society to secure an absolute majority of all persons on the roll.

THE PREMIER: They could not get them.

THE ATTORNEY GENERAL: There was that objection to the amendment, and it also involved a breach of the principle that we should not interfere with the internal organisation of any society. After what had been said, he thought the Committee should disagree with the Council's amendment, and he therefore moved that the amendment be not agreed to.

MR. GREGORY: The workers' association on the goldfields had members spread over a large area at various centres, and it would be impossible for them to vote on any question under this Bill except by proxy. He did not approve of proxy voting as a principle, but it would be necessary in this case.

THE PREMIER: The difficulty was that a small number of persons in a union might settle an important matter.

THE ATTORNEY GENERAL: There was some protection provided in the amendment by the condition as to proving that the meeting had been called in accordance with the Bill, in regard to the members being duly served with notice, and so on.

MR. WILSON: There was a serious danger in allowing members of a society present at a meeting to plunge that society into the expense of a trial, under the arbitration clauses of the Bill. On the other hand, it was a sound argument to say there were safeguards in requiring notice to be served in a regular manner, and that the various conditions must be complied with. It would, however, be almost impossible to get the proxies back for a correct ballot on an important question, within a short time; and it should be sufficient to get the votes of an absolute majority of members, without insisting on a majority of those on the roll, because those on the roll who were absent would count against. It would be better to strike out the provision as to an absolute majority, and say a majority of not less than two-thirds of the members present should vote in favour of the resolution, to make it operative. The Legislative Council might accept that.

THE ATTORNEY GENERAL: The suggestion was a good one, but it would be making a further amendment in the Bill. We might indicate the idea as to a

two-thirds majority, in the reasons to be given for disagreeing with the Council's amendment.

Question put and passed, and the Council's amendment not agreed to.

Nos. 13 and 14—agreed to.

No. 15—Clause 57, add the following paragraph:—"No employer, not being a member of an industrial union, shall be entitled to commence or continue proceedings in the Court unless he shall first find security to the satisfaction of the Registrar, in an amount of £100, to abide by the order of the Court":

THE ATTORNEY GENERAL: This amendment was consequential on the position which the Council had taken on amendments 4 and 5. This amendment required a deposit of £100 before going into Court: that amount was outrageous. The principle of the Bill ought to be to encourage people to go to arbitration. He moved that the Council's amendment be not agreed to.

Question put and passed, and the amendment not agreed to.

No. 16—Clause 58, line 2, strike out "with the consent of all the parties":

THE ATTORNEY GENERAL: This was a question of allowing counsel and solicitors to appear before the Court of Arbitration, and consequential on that the right of granting costs. When the Bill left this Chamber, a provision was in it that counsel might be employed by consent of both sides, and not otherwise. The Upper House now proposed to allow counsel to appear with the consent of both parties. If that were agreed to, let the party employing counsel pay the costs. In no circumstances should costs be allowed by the Court. That object could be attained by not agreeing to the Council's amendment of Clause 75 of the Bill.

MR. ILLINGWORTH: If a wealthy employer were allowed to be represented by counsel, the workers, to have a chance of success, would be obliged to retain equally strong counsel.

THE PREMIER: The workers did not object so much to the employers engaging counsel, as to the Court awarding costs against the defeated party.

MR. ILLINGWORTH: The presence of counsel would make an arbitration court practically a court of law.

THE PREMIER: No. Counsel would act as agents.

THE ATTORNEY GENERAL: The professional element should be kept out; but there were many lawyers in another place, and this amendment would doubtless be tenaciously upheld. However, when people found that by Clause 75 costs would not be awarded by the Court, they would not agree to engage counsel. Therefore insist on having Clause 75 retained intact.

MR. WILSON disagreed with the Council's amendment, which struck at the spirit of the Bill. Once admit lawyers before the Court, and there would not be much conciliation. There should be no engagement of lawyers without the consent of both parties.

THE PREMIER: Better try to meet the wishes of another place as far as possible. The workers' objection was not so much to the employment of counsel as to being mulcted in costs as between party and party. A deputation from organised workers' associations which had waited on him yesterday informed him that the fear of having to pay heavy costs would deter many societies from seeking the assistance of the Court. It would not be advisable, however, to prohibit counsel absolutely, for the arbitrators or the Court might like the case put clearly before them, and an ignorant person would possibly require professional representation. Pass the amendment, and provide that each party must pay its own costs.

MR. VOSPER: The real objection was not so much to the costs as to the fact that, were counsel employed, the question before the court would be the consideration of legal points and quibbles.

THE PREMIER: The labour representatives had not said that.

MR. VOSPER: The great object of the Bill was to promote arbitration on the merits of the case, and not on legal points.

THE PREMIER: "Sea lawyers" would raise such points all the same.

MR. JAMES: And ten times as many.

MR. VOSPER: Laymen would not possess the necessary skill to do so; but if counsel were employed, the party unjustly defeated on technicalities would probably resent the decision, and strikes would be resorted to.

THE PREMIER: That had not been the result in New Zealand.

MR. VOSPER: The amendment should be fought; for there was evidently a desire to employ counsel, and to do this would cause the award of the Court to be treated with contempt by the defeated party.

MR. GEORGE: The object of the Bill was not to raise quibbles and points, but to bring employer and employed together for amicable discussion of differences, and to prevent strikes. Why introduce the legal profession, seeing that the parties themselves were the best judges of points of difference and of trade customs?

MR. MOORHEAD: If so, they would not employ counsel.

MR, GEORGE: Men of means would do anything to win. The object of the Bill was conciliation, and not quibbling litigation.

THE ATTORNEY GENERAL: In a Bill recently rejected by the New South Wales Legislative Council, the appearance of professional men was provided for, but there was a provision against their being allowed fees by award of the Court; and in New Zealand a party might appear by an agent. It might be said lawyers would raise technicalities, but the Bill expressly dispensed with technicalities, even on questions of evidence; and there was no appeal to a court of law; therefore the so-called quibbles which a lawyer might introduce would have no weight, and the Court would take a common-sense view. Personally, he did not like the professional element in such Courts; but as the Government were anxious to pass the Bill, it was wise to compromise, and the workers' representatives were agreeable so to do. He moved that the Council's amendment be agreed to.

Question put and passed, and the Council's amendment agreed to.

No. 17—Clause 58, add the following paragraph:—"Where the dispute before the Court is one of wages, the Court, in determining the rate to be paid, shall take into consideration the cost of living in the neighbourhood where the dispute arises, and the degree of skill necessary for the performance of the work, and the risk necessarily incurred by the workman in the course of his employment."

THE ATTORNEY GENERAL: The objections to this new paragraph were that it was an instruction to the Court to take into consideration these three points: the cost of living, degree of skill necessary, and the risk incurred. It might be held that these considerations were exclusive of others, or that they overshadowed every other consideration, and that, therefore, although the Court might consider other matters, they would be, comparatively speaking, uninfluenced by anything outside the three mandatory subjects. Some Courts might come to the conclusion that they were bound to consider this point exclusively. He moved that the amendment be not agreed to.

Question put and passed, and the Council's amendment not agreed to.

No. 18—Clause 68, add the words "the decision of the president shall prevail in case of difference of opinion of the other members of the Court":

THE ATTORNEY GENERAL: This was a necessary amendment, and he moved that it be agreed to.

Question put and passed, and the amendment agreed to.

No. 19—Clause 75, paragraph 1, line 8, strike out all the words after "therefor":

THE ATTORNEY GENERAL: Clause 75, as sent to another place, specified that no law costs should be allowed to agents, solicitors, or counsel appearing for any party; so that the party employing professional assistance must pay all its own costs. By the amendment, it was proposed to allow the Court to give costs to the successful party, as in courts of law, contrary to the provisions in Conciliation Bills of the other colonies. He moved that the amendment be not agreed to.

Question put and passed, and the Council's amendment not agreed to.

No. 20—Add the following, to stand as Clause 14:—"No proceedings shall be initiated or taken, or settlement or award made, in respect of an industrial dispute, or industrial agreement entered into in connection with an Industrial Union of Workers, consisting of less than one hundred members, excepting with the consent of the Council or Industrial Association of Workers with which it is connected or affiliated, or of which it forms part: Provided that nothing in this section contained shall apply to a union of workers

unconnected with an industrial association":

No. 21—Add the following new clause, to stand as Clause 52:—"Notwithstanding any of the foregoing provisions, it shall be lawful for the parties to any industrial dispute to refer such dispute to the Court in the first instance, provided both parties to the dispute assent to such reference":

No. 22—Add the following new clause, to stand as Clause 79:—"The Court shall have power, by order, at any time during the currency of the award, to amend the provision of the award for the purpose of remedying any defect therein or of giving fuller effect thereto":

No. 23—Add the following new clause, to stand as Clause 97:—In any proceedings before the Court, the Commissioner of Railways may be represented by any officer of the department whom he appoints on his behalf":

THE ATTORNEY GENERAL: This new clause, and the four following new clauses (except No. 21), were amendments inserted in the Bill in another place at the instance of the Colonial Secretary, on behalf of the Government. They were absolutely essential to make the Bill complete, and he moved that they be agreed to. As to No. 20, it would prevent petty societies from starting an industrial dispute on their own account, if they were connected or affiliated with an association. If they were not connected with such an association, they could do so. No. 21 was a new clause introduced by the Hon. J. W. Hackett, to enable both parties, by mutual consent, to go direct to the Court of Arbitration; and this was, of course, discretionary. No. 22 provided that an award might be amended by the Court, to remedy omissions or inaccuracies. No. 23 provided for the representation of the Commissioner of Railways by an officer of the department. As to the Council's amendment No. 24, which he would formally move later, it provided that all expenses and moneys payable under the Bill by the Commissioner of Railways should be payable out of moneys to be appropriated by Parliament for that purpose. He moved that amendments 20 to 23, inclusive, be agreed to.

Question put and passed, and the Council's amendments (Nos. 20 to 23, inclusive) agreed to.

No. 24—Add the following to stand as Clause 98:—"All expenses incurred and moneys payable by the Commissioner of Railways in any proceedings under this Act shall be payable out of moneys to be appropriated by Parliament for the purpose":

THE ATTORNEY GENERAL: The main objection to this provision was that the control of the moneys for this purpose shall be kept in the hands of Parliament, so that if any award be given against the Commissioner of Railways, it should be paid only when Parliament provided the money.

MR. GEORGE: The House had decided already that the Government railways should come within the scope of this Bill; therefore the Commissioner of Railways should be in the same position as an ordinary employer, and if any award were given against him, that award should be paid promptly, as any other employer would have to pay it. The railways were receiving funds every day, therefore out of the funds so received any award given against the Commissioner of Railways should be payable on the order of the court.

MR. WILSON supported the argument of the hon. member (Mr. George), and said the clause was unjust and unnecessary.

THE PREMIER: The clause said it "shall be payable."

MR. WILSON: It meant that if Parliament were not sitting, any union obtaining an award against the Commissioner of Railways could not get that award paid until Parliament met.

THE PREMIER: An appropriation could be got afterwards, if it had not been made before. The hon. member read the clause the wrong way.

MR. WILSON: There was no necessity for the clause. If an award were given against the Commissioner of Railways, the Government should pay up at once, as any other employer would have to do. This clause meant that the Government would not pay until Parliament met.

THE ATTORNEY GENERAL: The hon. member (Mr. Wilson) read the

clause in the opposite direction from what was intended. The intention was that these awards should be paid out of moneys appropriated by Parliament; and without a direction like this, there would be no authority on which the Government could pay the money.

MR. GEORGE: The clause said "to be appropriated," meaning after the award had been given.

THE ATTORNEY GENERAL: To be appropriated from time to time.

MR. ILLINGWORTH: The two hon. members who had spoken against this clause were not correct in their objection. The member for the Canning (Mr. Wilson) had mistaken the point, for there would be no authority to pay at all without this provision; and if the provision were not in the Bill, the Government could say they had no authority to pay, and they would not pay till they got a special appropriation made by Parliament. This clause actually authorised and instructed the Government to pay; consequently it was exactly the opposite in effect to what the hon. members had been contending.

MR. WILSON: The Government could sit back and say they would not pay this award until an appropriation was made.

THE PREMIER: This clause was word for word as in the New Zealand Act.

MR. WILSON: The Government might kill the poor unions by procrastination from month to month.

MR. ILLINGWORTH: Not the present Government: they had too much fear of the unions.

Question put and passed, and the Council's amendment agreed to, Mr. George objecting.

MR. ILLINGWORTH: Was there any possibility at this stage of remedying the defect in Clause 39?

THE ATTORNEY GENERAL: That had been pointed out to him.

MR. ILLINGWORTH: The clause said, in effect, that either party might nullify the proceedings by absenting himself from the court.

THE ATTORNEY GENERAL: Public opinion would prevent them.

Resolutions reported, and the report adopted.

A committee, consisting of Mr. Illingworth, Mr. Lefroy, and Mr. Pennefather, was appointed to draw up reasons, which were presented as follow:—

Reasons as regards—

No. 4. This clause tends to discourage the registration of unions. It will lock up large sums of money for an indefinite period that may never be required for the purpose stated.

No. 5. The like reasons apply to this clause.

No. 12. This amendment would render the Bill unworkable, as it would be almost impossible to obtain a majority of the members on the roll, as many may be dead or absent.

No. 15. As it is deemed inexpedient to require security from the workers it is likewise unfair to impose a like obligation on the employers.

No. 17. It is considered that this clause is undesirable, as it might lead the Court to think either that these are the exclusive considerations of an award or the primary subjects to be considered in arriving at a decision.

No. 19. It is undesirable to unduly encourage the employment of legal assistance before a tribunal that is essentially conciliatory in its constitution and devoid of technicalities.

Reasons adopted.

Message accordingly transmitted (with the Bill) to the Legislative Council.

LEGISLATIVE ASSEMBLY BUILDINGS.

SELECT COMMITTEE'S REPORT.

MR. ILLINGWORTH (who had previously brought up the report of the select committee which had inquired into the question of additional accommodation) moved that the report be adopted.

MR. MORAN: Were members committed to the plans laid on the table?

MR. ILLINGWORTH: Not to any particular plans, but merely to provide certain accommodation for the Parliament in 1902, and to commence building the internal portion of the new Parliament Houses on the site of the old Barracks at the head of St. George's Terrace. As hon. members knew, a similar course had been pursued in the other colonies. In Melbourne, Parliament House had been begun about twenty-two years before the façade was finally erected; and the dome

had not yet been built. It was entirely for future Parliaments to say what the external design should be; but the internal accommodation must be something like that designed by the Government Architect, whose plans were practically a copy of those of the Melbourne House—a central hall, with a chamber on the right for the Council, and one on the left for the Assembly. The dining room, library, etcetera, were details; and any difference of opinion would be as to the façade, the plans for which could be thrown open to competition.

MR. MORAN: There were also questions of ventilation and acoustics.

MR. ILLINGWORTH: To get designs for the whole of the building would hang up the matter for years. It was for Parliament to decide how the money should be expended. The Select Committee proposed that £25,000 be spent to provide the accommodation immediately necessary. Inquiry had been made as to whether adequate improvements could be effected in the present Assembly building, but this could not be done for less than £14,000 or £15,000; and it was proposed to start the new building at the head of St. George's Terrace, and to expend just sufficient to provide the accommodation actually necessary, without any ornamentation. No more than £5,000 would be required this year. It was useless to say we could not find the money, as we were about to spend £50,000 on a Supreme Court and other buildings, and surely the future of the colony would not be such that we should be tied up to an expenditure of £50,000. The money could be provided out of the revenue, by stopping unnecessary works in different parts of the colony.

MR. MORAN: Better construct the building out of loan.

MR. ILLINGWORTH: Though that plan had been adopted in the other colonies, he would not support it. Provide the accommodation actually necessary according to the plans submitted; and the building could be proceeded with as money became available.

THE PREMIER seconded the motion. The only question was that of plans. All would agree with the decision of the committee to make a commencement by providing accommodation for both Houses under one roof. The committee were assured that a suitable stone building could be placed on the splendid site in St. George's Terrace for £100,000. It must be admitted the plans should be thrown open to competition, but it must also be clearly understood that no long time could be allowed for designs to be sent in.

MR. MORAN: Did not the report say that the plans now on the table should be adhered to? No first-class architect would work from plans prepared by another.

THE PREMIER: The report could be adopted subject to the plans being open to competition; but there must be no long delay.

MR. MORAN: A year would not make much difference.

THE PREMIER: We could not wait much longer, as other buildings were being erected in the neighbourhood of the Assembly, thus cramping the space.

MR. MORAN: A Parliament House of the permanent character recommended by the select committee should be built out of loan; for it was a work which would be handed down to posterity, and was therefore not a fair charge against the present generation.

MR. WILSON: That argument would apply to the Bunbury Harbour Works.

MR. MORAN: Let us work on the principle of a sinking fund; but if our credit were good, better borrow the money cheaply for such a great work, and pay it off in easy instalments from generation to generation. It would be altogether undesirable to construct the heart of the structure from one man's plans, and afterwards to call for competitive designs for a façade and accompanying buildings.

THE PREMIER: That would not be done.

MR. MORAN: The nature of the façade would be governed by such considerations as the height of the floors; and to adopt the Government Architect's plans in the first place would be very awkward. Three months at least should be allowed for the return of competitive designs, and a substantial prize offered. At the same time, in Mr. Grainger, the head of the Architectural Branch, the colony had one of the finest architects in Australia.

MR. ILLINGWORTH: And he must be allowed to compete.

MR. MORAN: Undoubtedly. He moved that the words "subject to the design being open for competition throughout Australia" be added to the motion.

MR. A. FORREST: The Select Committee had not altogether considered the best site for the building of new Parliament Houses. The site mentioned in the report was far away from the business portion of the city.

MR. ILLINGWORTH: The question of site was settled last session.

MR. A. FORREST: If the site were settled, there remained the question whether this colony could afford to spend £100,000 on a building of this character. People should have common sense, and not spend so large a sum on the building of new Parliament Houses at a time when many members of this House would be leaving it to take part in federal legislation in another colony, and it would be ridiculous to waste a large sum like this on the project recommended in this report. He must protest against the expenditure of £100,000 in building new Parliament Houses, especially when most of our prominent men in both Houses were arranging to go away and spend their time in other parts, leaving the rest of us to work out this colony's destiny. For the proposed expenditure of £25,000 as a beginning, we could get only the shell of a building, and having commenced the structure, it would be necessary to spend further large sums in completing it. Any money spent on this project should not come out of loan, but be expended out of the revenue of the country, because this expenditure would be in the nature of a luxury, and the expenditure would not produce a return to the country. He was not much in favour of the site, and was certainly not in favour of expending this large sum in the way recommended in the report.

MR. GEORGE agreed with the last speaker. Although the new Assembly to be elected next year was to consist of 50 members, yet now that this colony had joined in the Australian federation, we should recognise that a great deal of the legislation would be done for us in another part of Australia; and in the near future the number of members in this House would have to be reduced from 50 to about 30, because to carry on a Parliament in this colony under the changed conditions, and still maintain 50 members in this House and 30 members in the other House, making a total of 80, would be altogether too expensive to be maintained out of revenue by a small population. The Premier had some reason on his side in speaking of the inconveniences of the present Assembly buildings and the appurtenances; still these buildings should be sufficient for a few years, till we saw what was going to happen. As to paying for the new Parliament Houses out of loan, the better plan would be to provide the money out of revenue, for if we were to build at all, we should let the people understand that for an extravagance of this kind they would have to pay out of revenue and not out of loan. It was not desirable that this Assembly, in its dying condition, should lay another large burden of £100,000 on the people of the colony, to be paid out of revenue, for carrying out a project which originated really in a feeling of vanity. Although the colony was large in area, and drew a large revenue from a small population, yet £100,000 to be taken out of revenue for this purpose was really an extravagance and interest on this amount at 4 per cent would in itself be a heavy charge on the revenue, if the money were obtained out of loan. He knew that the present Assembly buildings could well be appropriated by the huge public service now maintained; but the time would come very shortly when members who occupied positions in this House would see that the weeding out of the public service would become absolutely necessary; and when this work was thoroughly done, as it would have to be, it should then be easy to bring the civil service within bounds. Having had the honour of sitting on a committee within the last few days, members would see when the report was placed before them that one department was absolutely overmanned, and he believed other departments were terribly overmanned also. He hoped hon. members would not vote for the erection of a palatial building for the purpose now recommended, but that the present buildings should be conveniently and rightly

used, with some additions, to serve the purposes of the Assembly for a few years to come.

MR. WILSON: With regard to the site, that question was decided in this House last year, and it was useless to discuss it again. The site was an ideal one. With regard to the expenditure proposed for commencing the erection of new Parliament Houses, he must admit that the conveniences attached to the present Assembly were totally inadequate to the requirements, and in fact the building of new Parliament Houses ought to have been commenced three or four years ago, when the revenue was in a flourishing condition. It was more especially necessary that additions should be made at the back of the present buildings, to make them suitable, as the present dining-room and committee-rooms were not worth mentioning. Even the Speaker of the House had complained during this session of the inadequate arrangements for the convenience of members, and of the Government having taken no steps in connection with the resolution previously passed by this House. Another important requirement was that both Houses of the Legislature should be under one roof, for in every other colony of Australia proper accommodation was provided, by which members of both Houses could mingle and interchange ideas on matters of importance affecting the progress of business. It was a loss to the country that this could not be done while the two Houses were separated in this colony; therefore the sooner a new building was commenced the better. He congratulated the Premier on his having accepted the amendment proposed by the member for East Coolgardie (Mr. Moran), that the designing of the new Parliament Houses should be thrown open to public competition, not only in Western Australia, but throughout the whole of Australia. In putting up these new buildings, although they were not to be completed right away, yet they were to be a monumental work for ages to come; therefore it was right we should have the best designs that could emanate from the genius of man. He hoped some architect domiciled in Western Australia would secure the prize which would be offered for the best design; that being the proper way to get the highest beauty and the most suitable design for a building of this character. He regretted to see that the designs for public buildings in this colony had hitherto been too much restricted to local ideas, instead of being thrown open to competition, and enabling us in that way to get the best designs that could be devised for various public buildings from time to time. As to the amount of money to be expended on the new buildings, he would hesitate at present to vote so large a sum as £100,000 to be spent right away; but the select committee had decided that £25,000 would provide the accommodation required for both Houses, to be ready in the year 1902; therefore it would only be necessary to provide the money from time to time, and we would be justified in adopting this report. It was to be hoped our population was not going to stand still, but that the prosperity of the colony would continue, and the population go on increasing. Indeed it would be a sorry thing for Western Australia if our population were to stand still or decrease. He felt sure the population would increase, and if he thought otherwise he would rather try to realise in his own case, and be ready to leave the colony. He hoped the House would adopt the report with the amendment suggested, as to calling for competitive designs; and it was desirable that advertisements inviting competitive designs should be put forth without delay.

MR. MORAN: They would have to get levels and send them away to the Eastern colonies, for architects to work on.

MR. WILSON: Yes; but if the competitive designs were returned within three months from this time, a committee to be appointed for the purpose might select the best design.

MR. GREGORY: While agreeing as to the insufficient accommodation of the present Assembly buildings, and that the two Houses should be under one roof, yet something should be said as to the cost of these new buildings, which would be pledging the country to a very large expenditure. That argument, however, was overcome by the fact that by the time we got competitive designs, and allowing further time for contractors to tender for the erection of the building according to the selected design—by that time a new Parliament would have been

created, say in April or May next. And if the new Parliament did not desire to go on with the work, it would be in a position to say whether the expenditure should be incurred or not.

Amendment (Mr. Moran's) put and passed.

Resolution as amended agreed to.

CONSPIRACY AND PROTECTION OF PROPERTY BILL.

IN COMMITTEE.

Consideration resumed from 24th October, at Clause 1 and on amendment by the Attorney General.

Clause 1: Short title:

MR. ILLINGWORTH said he had been requested by the member for the Swan (Mr. Ewing) to take charge of the Bill during the hon. member's absence. An amendment had been moved by the Attorney General as set forth in the Notice Paper, and that amendment would be accepted.

THE ATTORNEY GENERAL: The amendments of which he had given notice were intended to include in the Bill the portions of it that were left out and which were in the Imperial Act, those portions being essential, in his opinion. The amendments were intended to protect all kinds of societies, and not merely to protect workmen; therefore he had moved as an amendment that the words "workmen and" be struck out of the title.

MR. GEORGE: When this Bill was last before the House, some words which fell from the Attorney General showed that the House should be better informed in regard to the Bill before passing it. This Bill was introduced almost the first in the session, and the member in charge of it (Mr. Ewing) was absent to-night, although he had been in the House during the evening, and knew the Bill was coming on. That member (Mr. Ewing) had seen fit to write a letter to one of the Trades and Labour Council, in which he held the Premier and himself (Mr. George), with other members of the House, up to ridicule, and charged them with trying to throw out the Bill through petty spite. The hon. member, when explaining the Bill on the second reading, informed us that it was an exact transcript of the English Act. Believing it to be so, members desired that the Bill should be held over till a complete examination could be made.

MR. ILLINGWORTH: In justice to the hon. member (Mr. Ewing), who was not in his place, the reason was that he had undergone an operation to-day for an affection of the throat, and it was impossible for him to remain in the House.

THE ATTORNEY GENERAL: The absent member was suffering from a severe bronchial affection, and had informed him (the Attorney General) that the member for Central Murchison (Mr. Illingworth) would take charge of the Bill this evening. As to what the hon. member stated about the Bill on the second reading, his own recollection was that the mover did say the Bill did not include all the provisions in the English Act.

MR. GEORGE: That was not in *Hansard.*

MR. MORAN: One did feel annoyed at the member for the Swan going outside the walls of this Chamber to discuss the action of members here. It was due to his youth and inexperience perhaps, or due to the fact that he probably took this matter up with enthusiasm. When a Bill of a technical character was introduced in this House, and especially a legal Bill, it was the custom of legal members to act in regard to it with some unanimity, and other members expected this from them if the Bill was worthy of support. Yet in regard to the present Bill, the Attorney General on one side had been throwing doubts on the Bill, and the member in charge of it was giving no information to remove the doubts. When asked for some explanation, the hon. member replied by making a terrible attack on other members who had spoken on the Bill; holding forth one of those perfervid orations in which the hon. member was wont to launch forth a lecture in this House. That was the least safe way to get the Bill through. He (Mr. Moran) had asked the authorities of this House as to when this Bill was coming forward again, because he thought that, after explanation, it was the duty of members to put the Bill through this session.

MR. GEORGE: While feeling sorry for the member for the Swan, yet how

was it that a Bill of this importance was introduced the third in the session, and that the second reading of the Bill was held over till the 17th October? The member in charge of the Bill (Mr. Ewing) had no right to use his position as an advocate of the Trades and Labour Council, to hold up to ridicule certain members of this House because they had criticised the Bill.

THE ATTORNEY GENERAL: This Bill was not kept back intentionally, but the delay was due to the fact that Government business took precedence on certain days.

Amendment (the Attorney General's) put and passed, and the short title as amended agreed to.

Clause 2—agreed to.

Clause 3: Breach of contract by persons employed in supply of gas or water:

MR. ILLINGWORTH moved an amendment in line 5, that the words "electric light" be inserted before "gas."

Amendment put and passed.

MR. ILLINGWORTH further moved in the same line that the words "wilfully and maliciously" be struck out.

THE ATTORNEY GENERAL: It was difficult to prove that a person who broke a contract did it maliciously.

MR. MORAN: That provision was in the English Act, and it had stood the test of application to 50 millions of people.

THE ATTORNEY GENERAL: The object of this amendment was to enlarge the scope of the clause.

MR. MORAN: The whole question in law was whether a thing was done wilfully and maliciously.

MR. ILLINGWORTH: It was important whether a town should have its lights going out at once; and in regard to any action of that kind, it was sufficient to prove that damage had been done by cutting off the supply of light or water.

MR. GEORGE: There might be the bursting of a main, as had happened in Perth. Accidents would occur, and this clause was dealing not with the owner, but with a subordinate.

THE ATTORNEY GENERAL: Supposing there was negligence.

Amendment put and passed.

MR. ILLINGWORTH further moved, as a consequential amendment, that in line 11 the words "and electric light" be inserted.

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

Clause 4: Breach of contract, involving injury to persons or property:

MR. ILLINGWORTH moved that in line 1 the words "wilfully and maliciously" be struck out, this being consequential on a previous amendment.

MR. MORAN again protested against alterations being made as departures from the English Act, and made without reasons being given.

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

Clauses 5 and 6—agreed to.

Clause 7—Penalty for intimidation or annoyance by violence or otherwise:

THE ATTORNEY GENERAL moved that the following be inserted as Sub-clause 2: "Persistently follows such other person about from place to place; or." These words were in the Imperial Act, and in the event of a strike or trade dispute arising between an employer and worker, this sub-clause would prevent the employer from being persistently followed about from place to place—a course that would be most annoying.

Amendment put and passed.

THE ATTORNEY GENERAL further moved that the following be inserted as Sub-clause 4.

> Watches or besets the house or other place where such other person resides or works, or carries on his business or happens to be, or the approach to such house or place; or.

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

Clauses 8 and 9—agreed to.

Clause 10: Definitions of "municipal authority" and "public company":

MR. ILLINGWORTH moved that the words "electric light" be inserted before "gas," in lines 12 and 24.

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

Clauses 11 to 13, inclusive—agreed to.

Preamble—agreed to.

Title:

THE PREMIER moved that the words "workmen and" be struck out, as a consequential amendment.

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

Bill reported with amendments, and the report adopted.

ADJOURNMENT.

The House adjourned at 10 minutes past 11 o'clock, until the next day.

Legislative Council,

Wednesday, 28th November, 1900.

Paper presented—Question: Bush Fires, Inquests—Question: Perth Ice Company, Railway Rates—Motion: Bush Fires and Inquests—Remedies of Creditors Amendment Bill, second reading, in Committee, reported—Goldfields Act Amendment Bill, first reading—Kalgoorlie Roads Board Tramways Bill, first reading—Perth Electric Tramways Lighting and Power Bill (private), first reading—Conspiracy and Protection of Property Bill, first reading—Post Office Savings Bank Amendment Bill, second reading, etc.—Appropriation Bill, second reading, etc.—Land Drainage Bill, second reading—Carriage of Mails Bill, first reading—Adjournment.

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

PRAYERS.

PAPER PRESENTED.

By the COLONIAL SECRETARY: Return (moved for by Hon. R. G. Burges) relating to the produce and revenue received at sidings on the Eastern Railway between Spencer's Brook and Beverley.

Ordered to lie on the table.

QUESTION—BUSH FIRES, INQUESTS.

HON. H. LUKIN asked the Colonial Secretary: If the Government would favourably consider the advisability of holding inquests on the origin of bush fires, where damage or loss had occurred to property through such fires.

THE COLONIAL SECRETARY replied:—The Government would favourably consider the advisability of holding inquiries as to the origin of bush fires, where damage or loss had occurred to property, on the request of any Municipal Council or Roads Board.

QUESTION—PERTH ICE COMPANY, RAILWAY RATES.

HON. C. SOMMERS asked the Colonial Secretary: 1, If it was a fact that two cold storage vans, loaded with ice, arrived at Kalgoorlie from and consigned to the Perth Ice Company by the 11 a.m. passenger train on 22nd November. 2, If it was a fact that only a minimum goods rate was paid, although carried on a passenger train. 3, If it was a fact that the Railway Department refused to carry ice for the Coolgardie Ice Company on passenger trains unless parcels rates were paid. 4. What was the goods rate on ice, Perth to Kalgoorlie. 5, What was the parcels rate on ice, Kalgoorlie to Perth.

THE COLONIAL SECRETARY replied: 1, Yes. The vans were attached to the 3·25 p.m. train *ex* Perth, on the 21st instant, under special circumstances. The Ice Company state they advised per telephone at 4 p.m., 20th instant, that trucks were ready to go forward by the 8 p.m. goods train; but there is no record of such message having reached the goods shed. Under the circumstances, the company were given the benefit of the doubt, and, as a special case, the trucks were sent by fast train next day. The company have been warned that similar requests for despatch of trucks must be in, or confirmed by, writing. 2, Goods rate was paid. 3, Yes. 4, £1 8s. per ton. 5, £2 10s. 3d. per ton.

MOTION—BUSH FIRES, INQUESTS.

HON. W. MALEY (South-East) moved:

That, in the opinion of this House, stringent measures should be adopted by the Government to prevent bush fires, particularly by means of the Fire Inquiry Act 1887.

No doubt the attention of members and the general public had been well directed lately to the particular principle involved in the motion. When the Fire Inquiry Act of 1887 was passed, it was intended largely to be operative in municipalities,