still. I leave the question in that way to the House.

MR. HASTIE: By way of explanation, allow me to say that my estimate was based upon the declaration that from the earliest time up to the present the total amount of gold produced by the Pilbarra district—that is Pilbarra and Marble Bar—including alluvial and quartz, was 97,700ozs. I was assured by the member for Pilbarra that for four years there were no statistics, and I doubled that amount and allowed 200,000ozs. of gold as being produced. I was farther fortified by the fact that perhaps some of the greatest alluvial fields have been in Kanowna, and I do not know that anyone declared there were from 200,000ozs. to 250,000ozs. obtained from there. I feel absolutely certain that I was very liberal in my estimate as to the gold got from the Pilbarra field. I was backed up by statistics in every possible way.

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

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

Ayes	...	...	18
Noes	...	...	4
Majority for	...	...	14

AYES.	NOES.
Mr. Atkins	Mr. Bath
Mr. Diamond	Mr. Hastie
Mr. Ewing	Mr. Illingworth
Mr. Gregory	Mr. Taylor (*Teller*).
Mr. Harper	
Mr. Hayward	
Mr. Holmes	
Mr. Isdell	
Mr. James	
Mr. Moran	
Mr. Morgans	
Mr. Nanson	
Mr. Piesse	
Mr. Pigott	
Mr. Quinlan	
Mr. Rason	
Mr. Yelverton	
Mr. Higham (*Teller*).	

Question thus passed.

ADJOURNMENT.

THE PREMIER moved that the House at its rising do adjourn until Tuesday next. This would give members an opportunity of going to the York Show. He had heard complaints that members were anxious to visit various country districts, but that owing to their Parliamentary duties they were unable to do so. He hoped they would seize this opportunity. There would be a special train on Thursday morning.

Question passed, and the House adjourned accordingly at 12 minutes past 10 o'clock, until the next Tuesday.

Legislative Assembly,

Tuesday, 20th October, 1903.

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

PRAYERS.

PAPERS PRESENTED.

By the MINISTER FOR MINES: 1, Cyanide Plants erected in connection with building of State Batteries, moved for by Mr. Holman. 2, Report on the Condition of Government Railways.

By the TREASURER: 1, Amounts received for sale of lands by Midland Railway Company to secure debentures guaranteed by Government, moved for by Dr. O'Connor.

Ordered, to lie on the table.

QUESTION — LAND PURCHASES AT ROCKY BAY, GOVERNMENT INTENTIONS.

MR. MORAN asked the Minister for Works: 1, What was the total cost of the Rocky Bay land resumption, commonly known as the secret purchase. 2, What return was obtained during last financial year from the outlay. 3, What it is proposed to do with the land. 4, What works were in contemplation when the land was resumed. 5, What was the estimate of approximate cost.

THE PREMIER, for the Minister for Works, replied: 1, £49,828 12s. 2d. 2,

From November 25th, 1902, to 30th June, 1903, £400 16s. 4d. 3, Depends upon future developments and decision *re* site of dock, bridges over Swan river, and railway route. 4, The possibility of future deviation of the railway. 5, It was estimated to cost about £50,000.

QUESTION—LANDS DEPARTMENT, ADVERTISING.

MR. TAYLOR, for Mr. Daglish, asked the Minister for Lands: 1, Whether the Lands Department is advertising in any of the papers of the Eastern States. 2, If so, in what papers, and to what extent in each.

THE MINISTER FOR LANDS replied: 1, Standing advertisements are not being entered into. 2, Advertisements are being occasionally inserted in the best journals, viz., *Australasian, Town and Country, Weekly Times, Bulletin, Observer,* and others.

QUESTION—PUBLIC SERVICE COMMISSION REPORTS.

MR. WALLACE asked the Premier: 1, Whether it is intended that this Parliament shall have an opportunity of considering the reports of the Royal Commission on the Public Service. 2, Whether he does not consider it prudent to ask the Commission to close their examinations forthwith.

THE PREMIER replied: 1, The reports have been before Parliament, and will no doubt be availed of by members in discussing the Estimates. 2, The Commission will conclude its work by the end of November.

QUESTION—LAND SALES BY AUCTION, MOUNT ERIN.

MR. WALLACE asked the Minister for Lands: 1, Whether it is true that he intends disposing of the Mount. Erin land by public auction. 2, If so, whether he is aware that this system is against the best interests of close settlement. 3, Whether he will consider the question of a more equitable system of allotting land applied for by more than one applicant.

THE MINISTER FOR LANDS replied: 1, No. Such a course was never contemplated. 2, Answered by No. 1. 3, This has been already considered, and the system chosen is deemed to be the best in the interests of the settler and the State.

QUESTION—RABBIT-PROOF FENCING.

MR. WALLACE asked the Minister for Lands: Whether he will lay on the table of the House a map showing the route and length of rabbit-proof fencing erected to date; together with plan or description of fence and cost per mile.

THE MINISTER FOR LANDS replied: Yes. Instructions have been issued for the preparation of a plan.

COMPANIES DUTY BILL (RENEWAL).

Introduced by the COLONIAL TREASURER, and read a first time.

MOTION—BILLS FOR PUBLIC BODIES, STANDING ORDER.

THE PREMIER (Hon. Walter James) moved:—

That Joint Standing Order No. 30, relating to Private Bills, be amended by adding thereto the following words:—"Provided that this Standing Order shall not apply to any Bill promoted by a municipality or roads board."

Standing Order No. 30 of the Joint Standing Orders dealt with what had to be done by a promoter when he came to the House with a scheme by way of private Bill; and by way of guarantee of good faith the order provided that "a sum of not less than two per cent. on the amount of the estimate of expense shall, seven days at least previous to the first reading of the Bill, be deposited." This was a perfectly wise provision in relation to the ordinary private promoter; but it might work a harshness if applied to private Bills promoted by local bodies such as municipalities and roads boards. There was, apart from that aspect, the farther objection that municipalities or roads boards had some legal difficulty in finding the necessary money to pay by way of deposit for that purpose. If they were simply to use their ordinary funds, that might cripple their ordinary current expenditure whilst the Bill was being dealt with; whereas unless they used their ordinary revenue—and he believed it would be held they had power to do this—they would have to borrow the money by way of loan, and he did not think they had any power to do so. There was that legal difficulty, but apart

from it, the House would agree with him, he thought, that this provision should not apply to Bills promoted by municipalities or roads boards, because they were promoted by local authorities responsible to local ratepayers, and in the great majority of cases, if not in all, there would have been a public discussion and either a direct or indirect indorsement by the ratepayers of the action taken by the local council or board. Therefore he proposed this necessary proviso, the effect of which would be that, where a private Bill was promoted by a municipality or roads board, there would be no need for that body to pay the two per cent. at present required by Standing Order 30.

Question put and passed.

On farther motion by the PREMIER, resolution transmitted to the Legislative Council for concurrence.

MINING BILL.

IN COMMITTEE.

Resumed from 13th October.

MR. HARPER in the Chair; the MINISTER FOR MINES in charge of the Bill.

Clause 93—Exemption as of right (consideration of clause resumed):

MR. HASTIE (who had previously moved that the clause be struck out): The question really was whether we should introduce into this measure an innovation hitherto quite unknown in Australasia. [The MINISTER: No.] Outside Tasmania. He wished to again remind members that the goldfields were kept alive very largely by reason of the fact that people were compelled to work these areas; but we were assured by the Minister during the second-reading debate that no case of great hardship had been proved by holders of leases in this State. Everywhere if a man had a good reason for not working his ground, he received ample consideration from the warden and the Minister; and until the present method of obtaining exemption could be proved inadequate, there was no reason for the proposed innovation. The Minister maintained that the clause would restore confidence among British investors, apparently because many company promoters had been telling them tall stories of the law and its administration in Western Australia, such stories being told to hide the promoters' own faults and defects, and to explain why they had not kept their promises; hence some people in London thought our mining investments risky. But surely the Minister's second-reading speech answered that argument. The clause might restore confidence in a few people; but it could not be fairly used as intended. Mine-owners applying for exemption could always get witnesses to exaggerate tenfold the work actually done. True, all applications must be made in open court; but neither warden nor Minister had discretionary power, and applicants had a statutory right to exemption. In such cases mining men knew that it would be impossible to get at the truth. When a large property was taken up, not for immediate working but for flotation, the promoters were anxious to have the power to suspend operations for as long as possible, lest the falsity of their representations should be apparent. The member for Coolgardie (Mr. Morgans), now unfortunately absent, said that Victoria proposed to give practically the freehold of mining ground. That was quite credible; and the principal object was to enable people to float "wild cats" in London. No one either here or in Victoria believed that the country benefited by ground remaining idle. All must admit that a gold-mine should be worked; and to prevent anyone from holding ground without working it the Committee should strike out the clause.

MR. TAYLOR: Clause 91 made ample provision for exemption. The Minister had said that by Clause 93 leaseholders could demand exemption as a right, on their doing a certain amount of work. If they worked the lease for nine months they could have three months' exemption; if they spent £1,500, they could have six months; and if they spent £3,000, 12 months. Such a provision would injure the outlying mining centres. It would be easy for many companies to show that they had spent the sums required. That such a disastrous clause should be discussed in a thin House was regrettable. The goldfields members were unanimously opposed to it; and members who did not understand the subject should support the opinion of the goldfields by striking out the clause on division.

Mr. ILLINGWORTH wished to impress on the Minister the desirableness of deleting the clause, to which the goldfields as a whole were strongly opposed. A gold-mining company had an exclusive right to extract gold from a 24 or a 48-acre lease; and the Bill allowed an amalgamation up to 96 acres, which area might contain gold to the value of a million pounds or more, though the State had no interest in that gold beyond the dividend duty and the employment of people. A district opened up by a mining company attracted a large number of people, many homes being built and a settlement created. Suddenly, for some reason the mine-owners might apply for exemption, and under the clause they could get it by right. At present other things had to be considered. Hundreds of men would be thrown out of employment, and would have to leave the district or wait about until the mine resumed.

The Minister: What about the owners of the mine?

Mr. ILLINGWORTH: They were well able to take care of themselves in most cases. If there was a time of pressure, the conditions of the Mining Act were not so onerous on the company as to hurt them. A very small sum of money could be expended to comply with the labour conditions.

The Minister: That disposed of the hon. member's argument.

Mr. ILLINGWORTH: If a mine reduced its employment to the actual number of persons required by the Act, the effect on the district still existed; but if a mine was compelled to keep on working, it would work with more men than would be required by the labour conditions, and would work with men up to a paying state. The effect of the clause would be apparent in many ways. On the Murchison, exemption had not only affected the people, but townships had been destroyed. A company got ground and, as a rule, allowed no one else to work it. The present prosperity of the Murchison district was due to the fact that at last, after long exemptions, the mines had fallen into the hands of those who were able and willing to work them, and mines condemned by some English companies had proved to be good mines when placed in the hands of local people, who worked them to the advantage of the State, of the district, and of the people themselves. The innovation in Clause 93 would be looked upon with a great deal of suspicion by all mining men. The Government should not press it, because it would give great dissatisfaction, and would do no possible good.

The MINISTER FOR MINES: The merits and demerits of the clause had been argued sufficiently long. Its discussion had already occupied two hours, though it was a very simple clause, and easily understood. The Bill had been before the public for two months, and to the present moment there had not been one tittle of adverse criticism in the Press of the State.

Mr. Taylor: Did the Minister take his politics from the Press?

The MINISTER FOR MINES watched the Press very closely, and very often got good ideas. The clause which gave a right to exemption should appeal to the member for Kanowna (Mr. Hastie), who ought rather to move to strike out Clause 91, so as to avoid in the future any mistakes on the part of wardens. It was because one could not be quite satisfied there would be sufficient protection in Clause 93 that Clause 91 had been retained, so that it might remain in force until we could observe how the new clause worked. In future, Clause 91 should almost be inoperative. If he (the Minister) controlled the Mines Department when the Bill came into force, he would take good care that exemptions would be rarely granted under Clause 91. Acts were easily amended, and care would be taken that the regulations compelled the Minister to show every year what exemptions had been granted. There was nothing in the Act to compel him to do so now, but it was his desire to give to members all possible information on this subject. The member for Kanowna claimed that he (the Minister) had said no great hardships had been done to any company; but one's desire was, by the clause, to get away from the possibility of any hardship being inflicted. The Lake Way Goldfields Company had recently had six months' exemption, but having no funds to carry on farther had asked for an extra two months, which the warden had refused. He (the Minister), however, had granted it on

condition that the company sent £15,000 to the State to resume work. He considered the company should have the extra exemption in consideration of the sum of £120,000 having been spent on their property. The member for Mount Margaret (Mr. Taylor) and the member for North Murchison (Mr. Holman) had approached him and asked him not to grant the farther exemption, pointing out the complaints made by the people of Wiluna that they were being ruined through the properties being shut down; but if the extra exemption had been refused, the action would have done more to condemn the State than anything else. The two hon. members had been fairly satisfied when the position was explained to them. The insertion of the clause in the Bill was a desire to get away from the principle or system of favouritism. A man would be required to do a certain amount of work on his property, and then would have the right to demand exemption; but the clause was so hedged in with the rights of tribute that no lands could be locked up. Such care had been taken in the wording of the clause that, if a mine did close down in a case where it should be worked, tribute agreements would come in and enable the men to obtain work. The member for Kanowna said that the clause would help promoters of leases.

Mr. ILLINGWORTH: Promoters might put all their money into machinery.

THE MINISTER FOR MINES: If they did it might be a blunder. It stood to reason that no person would put machinery up and go to a large expenditure unless it was with a view to crushing ore. One knew that machinery had been sent out to the State simply with a view to gulling the public; but we were not to make laws for things of that sort, for it would be absolutely impossible. Was a man going to spend thousands of pounds in machinery just to put it on a mine?

MR. HASTIE: Dozens of people did it.

THE MINISTER FOR MINES: One could not understand any person spending a large amount of money in putting machinery on a lease in order to obtain exemption.

MR. DIAMOND: What about the Black Flag?

THE MINISTER FOR MINES: Would the owners of that mine have spent £120,000 on their property to get exemption? It was said by the member for Kanowna that leaseholders would tell all sorts of fairy tales, and that it would be impossible to get the truth. People on the goldfields should not be maligned in that manner. All these cases would be heard in open court, and the evidence would be taken down. If false evidence was given there was the penalty of a fine of £100 and the forfeiture of a lease.

MR. HASTIE: No one had been fined yet.

THE MINISTER FOR MINES: The member for Cue had stated that many members were afraid that if this clause were passed and any labour trouble ensued, the mining companies would take advantage of this and close down, thus doing an injury to the working men as well as to all the goldfields towns. But the hon. member proved the fallacy of his own statement when he said that to comply with the labour conditions it only required to keep a few men working on a lease. Many statements had been made as to the long exemption which had been granted, and he had asked the members who had made them to go to the Mines office and inquire, when those members had found that the matter had been misrepresented to them. It would be remembered that the Standard Exploration Company went into liquidation and an injunction was granted by the Court. He (the Minister) stepped in and stated that, unless the company sold the property at once or complied with the labour covenants, he would enforce the labour conditions. That was rather a strong position for him to take up, but he thought he was justified in that action, and he compelled the properties to be worked by taking the action which he did. He wished people who invested their money in the State, and those who used their labour, to know that after they had spent a certain amount of money they could get exemption if they wanted it. As showing that less exemption had been granted during the last four years, the amount received by the Mines Department during that term was 50 per cent. less than four years ago; there had been a considerable reduction year by year. Greater care was being taken now in granting exemption than in the past. It was a fallacy to think that labour would

be thrown on the market by the passing of the clause. At the present time the same powers which the clause would give were held by the large companies. Take, for instance, the Ivanhoe, which had a lease of 18 acres. There were 400 men employed on that mine, and if the company desired to do an injury to the working men by knocking off their work, all they need do was to employ three men at *bona fide* mining on the lease. Therefore it was absurd to say that if this clause was passed it would place a big power in the hands of large companies. If the clause was passed no greater power was placed in the hands of large companies than they held at the present time, for the labour covenants did not affect the big companies in the slightest degree. There were a certain number of leases under exemption always, and a certain number of leases were abandoned every year, but at the present moment there were over three men—he was not certain of this fact, but it was contained in the mines report—employed on every acre held in Western Australia, which showed that unless there was a desire to injure the struggling leaseholder, we could easily increase the labour covenants without interfering with the ordinary companies. We must consider the injury that would be done to people who started in business alongside the mines and the men who looked for work and built homes. At the same time we must consider the companies, who had to comply with the labour covenants. We had to consider the people who had put their money into the mines as well as those who lived alongside. Members ought to be pleased that provision was to be made so that a man could demand his exemption, and not have to go cap-in-hand and apply for it. On making his first speech in the House he had said that he believed in the right of a person to demand exemption, for he knew of many instances in the old days in which one section of the community got everything they desired, while those who had done all the work got nothing. By the clause a man who put in eight months' *bona fide* mining work received four months' exemption; the working man who had done nine months' work on a lease could get three months' exemption; the capitalist who had spent £1,500 on a property exclusive of the gold he had won could demand six months' exemption; and if a company had spent £3,000 independent of the gold won from the mine, that company could demand 12 months' exemption, and at the same time the ground had to be open to tribute. The ground could not be closed so that no man could work. If the working men thought there was gold on the lease, and desired to work it, then they could obtain tribute other than in the main workings of the mine. The member for Cue said this was an innovation unknown in Australia, although it was known in Tasmania. This provision had been working in Tasmania, and from what he could learn from the mining journals it had given considerable satisfaction. The law in Tasmania did not provide for only 12 months' exemption, but exemption was allowed up to three years. He was not aware that mining in Tasmania was worse to-day than it was three years ago, but he thought a great deal more attention was being shown in mining development in Tasmania at the present time than was shown three years ago. In Victoria, owing he presumed to the way the mining industry had been decaying, the Government were bringing in a new Bill which gave the same power that miners had in Tasmania. A company, after spending a certain amount of money, got exemption up to three years. If the Parliament of Victoria did not think that by the insertion of such a clause capital would be invested in their mines, and thus increase the mineral production of Victoria, there would not be any chance of such legislation being brought forward, because Victoria was not in a very bright condition at the present time and the Parliament would not indorse such a clause unless it was felt that the provision would encourage the development of mining in Victoria.

Mr. Hastie: Had the Victorian Parliament passed the Bill?

The MINISTER FOR MINES: No; it had not passed the second reading yet. He had only read the criticism on the Bill itself. The Victorian Government would look very carefully into the clause and consider whether it would be for the material welfare of Victoria before they

brought forward such a proposal. It could not be that there was any desire to set back the mining industry in Victoria, for no industry had been assisted to such an extent as the mining industry had there, where a million pounds had been spent in trying to foster the industry in every possible way. Now a provision was being brought forward to enable any leaseholder, after the expenditure of a certain sum of money, to demand up to three years' exemption. None of the States had a clause similar to the one before this House in regard to tribute. He had explained to members the conditions he proposed when allowing concentration, that it would be 10 per cent. on the old workings and two and a-half per cent. on virgin ground; and he hoped the same conditions would be made in the regulations as applying in regard to concentration. He hoped the clause would be passed, for he looked on it as being the best provision in the Bill, and the one that was going to give security to a man who, after he had spent a certain amount of money, should have breathing time to get more money to put into the venture. It was going to tell the small leaseholder, the man whom he (the Minister) had always helped since he had been here, that after he had put a certain amount of work into a mine he could go into Court and demand exemption to enable him to retain his property. We were doing all we could to induce the farmer to settle upon the land, and we wanted to get the miners in the same position as the miners in Victoria were 20 or 30 years ago. We desired our mines to be worked by Australian miners, and we were doing a good deal by our system of batteries. By Subclauses 1 and 2 we were giving the working miner a sense of security. We were letting him know that if, after doing *bona fide* work upon his lease for a certain number of months, his resources gave out, he could demand exemption and go to work for four months and earn money to enable him to go on with the development of his lease. Since being in office he (the Minister) had, he supposed, had hundreds of letters from workers in which they asked for four up to six months' exemption so that they could go and obtain work to enable them to go back to their properties.

MR. HASTIE: They always got such exemption, if the applications were genuine.

THE MINISTER FOR MINES: One did not say that they always got it. A record was kept, and if the department thought that applicants were getting too much, what was asked for was not granted. Members must remember that it depended so much upon the caprice of the Minister. Sometimes a Minister might go into the office with a particularly bad head. He did not think that if papers for exemption had come before him the day after his Bill was counted out, the applicants would have been treated too generously. One case came before him that morning in which there was a recommendation for an increase of salary, and there was a prompt refusal. He was not in the best of humours on that occasion. He just wanted to point this out to show that so much depended upon the caprice of the Minister, who one day might say "I will grant exemption, and be quite pleased to," and then he might be drawn over the coals for granting too much exemption, and might sit down and say he would not grant exemptions for some time. That was not a fair position to put the leaseholder in. If we passed such a clause as this, we told people what they had a right to expect. The clause had received lengthy consideration, and if passed it would be found to be one of the very best in the Bill. It would not affect the working miner in the slightest degree in the direction of enabling a company to throw men out of employment, because companies could do that to a very limited extent at the present time. Labour covenants did not impose any degree of hardship upon large companies. Large companies in nearly every case employed a good deal more labour than was insisted upon by the labour covenants; in some cases 50 per cent. more, and in the case of one or two companies above 100 per cent. more. He hoped the Committee would give these clauses favourable consideration and pass them with the exception of the few small amendments he desired to move. He now suggested that the Committee should deal with his amendments. If the division were taken on his first amendment, that would be dealing with the whole clause; and the reason for this

course was that when the clause had been amended, redrafted, and recommitted, then if any parts were not exactly as the Committee desired, the clause could be farther amended.

THE CHAIRMAN: It had twice been ruled by him that it was impossible to strike the clause out, and a member could only move to amend.

THE MINISTER FOR MINES moved:

That after the word "held," in line 4 of Subclause 3, the words "under a gold-mining lease or for every 48 acres held under a mineral lease," be inserted.

It had been his intention to add the words "or for every 320 acres held under a coal-mining lease," but he did not now desire to insert those words because the member who represented the owners of coal-mining leases, the representative of the coal industry who also represented the working miners at that place, had said he did not think it desirable that this clause should apply to the coal-mining industry.

MR. TAYLOR: The same argument applied with regard to gold-mines.

THE MINISTER FOR MINES: Nothing of the kind had been heard by him from owners of gold-mining leases or mineral leases, and he certainly was not going to take the hon. member (Mr. Taylor) as an authority in regard to prospectors and small leaseholders. He saw nothing on the point in the goldfields Press.

MR. ILLINGWORTH: Did not the gold-mining members represent the gold-mining districts?

THE MINISTER FOR MINES: To a very great extent. He had been told that this clause met with the approval of the Miners' Association and the Chamber of Mines.

MR. BATH: No.

MR. TAYLOR: It had not met with the approval of the Miners' Association. The workers did not approve.

THE MINISTER FOR MINES: The Press on the goldfields had not objected to the clause, nor said anything in its favour. He had not seen in any goldfields paper a criticism with regard to it, and he had watched carefully to see if there were any criticisms.

MR. BATH: The goldfields papers did not know anything about it.

MR. THOMAS: They ought, by this time.

THE MINISTER FOR MINES: Apparently this clause should apply to coal-mining leases; but of course under Clause 95 there was a special provision dealing with coal-mining leases, which gave the right to grant special licenses. When we got to that clause he would explain why we desired such a clause as that dealing with coal-mining leases, which to a great extent did away with the necessity of this clause applying to the coal-mining industry. Clause 95 enabled the Minister to grant a special lease, and that special lease enabled one to say that—according to the report of the inspector of mines for the district, who would make a recommendation—upon, say, a certain property 200 men, or on another 90, 30, or 20, were allowed to be employed, and by that means protection was given to the coal-owners. Clause 95 being in the Bill made it not so imperative that these conditions should apply to coal-mining as to gold and mineral leases. If the amendment were carried, the condition would apply to 48 acres taken up as a mineral lease, in the same sense as it would to every 24 acres held under a gold-mining lease.

MR. HASTIE: This was a very unsatisfactory way of discussing the clause, for we ought to, if possible, decide whether there should be a clause of this kind or not. One of the great objections to the proposition of the Minister was that it depended very largely on what this money was to be expended upon. For instance, in the following line to that which the Minister mentioned it was stated that the money might be expended upon machinery. That was the most important question of the whole lot. There had been a practice by people in this State to beg, borrow, or buy machinery and put it on a lease, and, after that machinery had been on the lease for some time, to take it away. For instance, there was the notorious case of the Southern Associated in which people spent £2,000 or £3,000 on machinery, putting it down first on one lease and then on another, and then selling it to someone else. Probably the same thing could be said about the Lake Way, which was perhaps the most notorious case in Australia of getting

money under exaggerated misrepresentations. These people were told that there were three or four hundred acres with nothing less than two-ounce stone. Such an extraordinary report went out that the directors bought up all the machinery they could in London and sent it out.

MR. THOMAS: Rot!

MR. TAYLOR: It was absolutely correct.

MR. HASTIE: The member for Coolgardie said it was probably worth £20,000. It appeared that not a shaft on that property was yet sunk 100 feet.

THE MINISTER: That was incorrect.

MR. HASTIE: There was little work done—practically none considering that the property comprised between 300 and 400 acres. No law of this kind was needed for well-meaning people who would work their properties, or for dividend-paying mines. By citing such properties the Minister drew a herring across the trail. A law against stealing was not intended for the honest man, but for the other fellow, against whom the mines should be protected, for he had ruined many districts by closing down mines at pleasure. Such men did not deserve consideration, yet it was given them because they had both inside and outside the House some very eloquent apologists. [Mr. THOMAS: Who?] The member for Dundas was not outside his mind when that last statement was made.

MR. THOMAS said he would reply directly.

MR. HASTIE: To the amendment there could be no objection if machinery were excluded from its scope; and if the amendment passed, the minimum sums to be expended must be increased. That £1,500 should entitle a lessee to close down entirely was nonsensical. The majority of applicants would have large leases, and not 24-acre leases, as some might imagine. Machinery worth perhaps £1,000 would be put on a lease, exemption obtained, the machinery carted to the next lease, exemption obtained there, and so on; thus securing more exemption than the existing law allowed, though that was quite sufficient. Could we not first consider whether money spent on machinery should count? To test the case, would the Minister withdraw his amendment and allow an amendment that all the words after "lessee," at the beginning of the clause, be struck out?

THE CHAIRMAN: If that were done, we could not go back.

THE MINISTER FOR MINES: The amendment would not effect the hon. member's wish to alter the clause to exclude machinery.

MR. HASTIE: If the clause were subsequently struck out, this discussion would be wasted.

THE MINISTER FOR MINES: Then divide on this amendment, and another amendment could be moved.

MR. HASTIE: On such division the Noes would be held to vote against the clause.

MR. TAYLOR: The Minister's argument showed why the clause should be struck out. An expenditure of £1,500 warranted 12 months' exemption. [THE MINISTER FOR MINES: No.] Well, it warranted six months. If expenditure on machinery were included, machinery could be shifted from lease to lease. On one property practically £100,000 had been expended before location of reef or lode.

MR. THOMAS: Should not machinery count as labour?

MR. TAYLOR: In that particular case it should not; for a company could then dump £1,500 worth of machinery on a 24-acre lease, and for speculative purposes demand six months' exemption, or for £3,000 worth 12 months' exemption, without breaking the earth's surface. This provision was only to help the promoter and the boodler. As the Minister said, wardens had in the past been more than liberal in granting exemptions, and the people had protested against being thrown out of work; but by the clause a company need not put a pick in the ground, but could hold the property for speculative purposes, perhaps gulling the British public with the statement frequently made that they had struck the Boulder line of reef. Last Wednesday the member for the South-West Mining district (Mr. Ewing), when he found that the clause would apply to coal as well as gold, said he would oppose it. The Minister replied that it was intended to apply to coal. The Minister had since backed down, evidently after a conference; hence no more was heard from the hon. member

(Mr. Ewing). Was this amendment a concession for two years' political support?

The Minister: That statement should be withdrawn, as it was absolutely untrue.

The Chairman: The hon. member (Mr. Taylor) had no right to impute improper motives.

Mr. TAYLOR: The statements made were true. The hon. member in question was not opposing the clause, for he had not spoken.

Mr. Ewing: There had not been a chance to speak.

Mr. TAYLOR: If the clause should not apply to coal, neither should it to gold. How pitiable that the statements of gold-mining members carried no weight as compared with those of a member representing coal-mining. Presumably the value of a statement depended on the support which the member making it gave the Government. Particularly to people living in small, out-back centres would this right to demand exemption be detrimental. In such a town, where there was only one mine employing 50 to 200 men, there must be £1,500 worth of machinery on the mine before development was possible. Heavy water would involve a larger expenditure; and by the clause such a property could close down, throw out the workmen, and ruin business people.

Mr. EWING said he had fully intended to speak on this clause; hence it was unnecessary for the last speaker to impute improper motives for silence. It was evident that the Minister was convinced by the argument that the coal-mining industry was in a position totally different from that of gold-mining; because it had been explained many times that all an owner had to do, after expending a large amount of money on his property, was to reduce his hands, by which process he could retain his lease, only keeping on the required number of men to look after his machinery. The member for Mt. Margaret had no right to state that he (Mr. Ewing) was going to record his vote in favour of any portion of the clause. So far as coal was concerned the Minister had made ample provision outside the clause for that industry; and the minimum number of men required on a lease at Collie would be 200 to 250, so that there was no parallel between the coal-mining and the gold-mining industry. He (Mr. Ewing) opposed the clause so far as coal-mining was concerned, because he did not think it was necessary, and because he thought the Minister should have the final decision in regard to exemptions, Parliament having the right later on, if the Minister did not faithfully carry out his duties, to record its vote against him. The member for Mt. Margaret in the future should restrain himself from imputing motives to anyone.

Mr. FERGUSON: The members for Kanowna and Mt. Margaret agreed in saying that a mining company would put £1,500 worth of machinery on a 24-acre lease, get exemption, and then remove the machinery to another lease and get exemption on it.

The Minister: That could not be the case, for the clause had not been in existence before.

Mr. TAYLOR: By dumping down £1,500 worth of machinery a company could get six months' exemption, and by dumping down £3,000 worth of machinery could get twelve months' exemption without putting a pick in the ground. That would be for only one 24 acres. At the end of the 12 months, if they started to work the property they could remove the machinery and put it on another lease and demand exemption. There was nothing in the Bill to prevent it.

The MINISTER FOR MINES: What the hon. member said was absurd. It was not unusual on the hon. member's part to misrepresent things as he had done in this case. The hon. member said that the company could get 12 months' exemption. If he had read the Bill he had not understood the clause, or was trying to misrepresent things. There had been no argument on the subclauses, the whole object of certain members being to strike out the clause. Members should understand the position that after the expenditure of a certain amount of labour or a certain amount of money, leaseholders had the power to get exemption according to the subclauses. The company owning 96 acres would have to expend £6,000 to get six months' exemption. It was absurd to induce the House to think that people

were going to put machinery on a property with a view to getting exemption, or that a leaseholder was going to throw away £1,500 in buying machinery unless it was for mining development. Mining machinery was bound to deteriorate in value if left lying idle and exposed. Therefore the first object of a leaseholder was to get a return from his mine as speedily as possible, and not to let the machinery rot. Members who had not a thorough knowledge of the clauses should take care to peruse them and see what they really meant.

MR. THOMAS: One was surprised at the utter and profound ignorance of the member for Mount Margaret. That member must acknowledge that the manufacture of machinery required a certain amount of labour.

MR. TAYLOR: Western Australia did not profit by it.

MR. THOMAS: The proposal in Subclause 3 was too mild, and did not go far enough. To hold a 24-acre lease only necessitated the employment of four men, and the wages of four men for 26 weeks at £3 10s. a week per man would be £364, which would be the only expense necessary on the part of the leaseholder to safeguard his 24 acres, without a shadow of a question as to the legitimacy of the work on the mine.

MR. BATH: Could the men work without machinery?

MR. THOMAS: Certainly, they could do it with a windlass barrel. The member for Hannans, who was one of the horny-handed sons of toil, ought to know, if he had done a day's labour in his life, that men could work on a claim without machinery. Twenty-four acres could be held under the present law for an expenditure of £364 for six months.

MR. HASTIE: Then the clause was not needed?

MR. THOMAS: The members for Kanowna and Mt. Margaret would not dare for one moment to oppose any clause which necessitated the employment of one man to six acres. The Minister proposed that, if a syndicate or prospector or a company spent £1,500 in machinery, they should have the right to demand six months' exemption. To keep the ground free from the possibility of jumping and to man it according to the Act would only necessitate the expenditure of £364, and he would like to know of a firm of machinery manufacturers who could make £1,500 worth of machinery with the expenditure of £364 on labour. Therefore the arguments of the members for Mt. Margaret and Kanowna were absurd. The labour conditions would not apply at all to the big companies in Kalgoorlie. If we took the main companies, the Associated, the Associated Northern, the Golden Horseshoe, Great Boulder Perseverance, Great Boulder Proprietary, the Ivanhoe, Lake View Consols, Oroya Brownhill, the Kalgurli, the South Kalgurli, and the Great Boulder Main Reef—these were the mines that produced most of the gold—the total acreage held by these mines was 499 acres. The law stated that one man had to be employed for every six acres. That would mean, for the whole of these producing mines in Kalgoorlie to-day, that 75 men would have to be employed to comply with the mining regulations. The mines he had quoted turned out last year 1,064,264 ozs. of gold, or over one-half of the total output of gold for Western Australia. If other mines were held on the same basis, it would mean that 150 men employed on the mines would be sufficient to turn out all the gold won in Western Australia at the present time. On the face of facts of that sort it was absolutely absurd for the member for Mt. Margaret to speak with the ignorance which he had displayed on the subject, and he (Mr. Thomas) might also include the member for Kanowna. As far as prospectors were concerned, and way-back miners, they were not given sufficient exemption; but as far as the big companies were concerned it did not matter what was done, for they employed infinitely more men than the Act contemplated or demanded. The last paragraph of the report of the Mines Department for last year stated that an average of over three men were employed to every six acres of ground leased in the State for mining. It was utterly ridiculous for the Labour party to ask the country to believe that the Minister for Mines was urging the Committee to pass some law which would make it easier for the companies who were employing at the present time nine times the number of men they were compelled to employ. To comply with the Acts in

existence it was necessary to employ one man to six acres, and for a 24-acre lease for six months it would be necessary to expend, on the average of £3 10s. per week for surface and underground hands, a sum of £364 during six months. For the first 12 months it was only necessary to have one-half the labour employed, therefore the amount would be only £182 instead of £364. The conditions imposed by the clause were not moderate enough to suit the leaseholder. With the expenditure of the money proposed a longer exemption should be granted. In Tasmania the Act allowed from three months up to three years' exemption to be demanded after so much money or labour had been expended. It was all very well for the Labour party to talk to their constituents, who might possibly not take the trouble to look into the details of the case. The Labour members might argue in the way they were doing, so that afterwards it might be said that they opposed the clause whereby the Minister, on the expenditure of £1,500 in machinery, wanted to grant exemption. It might suit the Labour leaders to do that. The Labour leaders had not raised one word of objection to the exemption at present existing in Western Australia.

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

THE MINISTER FOR MINES: There were 309 clauses in this Bill, and some of them had a large number of subclauses; so we had a lot of work before us. We had spent over four hours on this clause, and he hoped some effort would be made so that we could push on a little more expeditiously. The clause had been debated from almost every standpoint, and he hoped members would endeavour to assist in trying to help forward what was generally considered a particularly good Bill, so that we could pass it this session. He hoped, therefore, that if other members intended to debate the clauses they would keep to the matter they desired to bring up as closely as they could, so as to enable the Committee to arrive at a decision as soon as possible.

MR. BATH: So far as the discussion had gone this evening, the Minister for Mines and the member for Dundas (Mr. Thomas) had occupied the greater portion of the time spent in discussing the particular clause now before the Committee. The member for Dundas came in full of spirits—he did not know whether natural or acquired—and treated the Committee to a diatribe about nothing in particular.

THE CHAIRMAN: The hon. member should not make insinuations of that kind.

MR. THOMAS: The hon. member (Mr. Bath) had better say that outside.

THE MINISTER: The remark was absolutely unfair.

MR. BATH withdrew the remark. The hon. member (Mr. Thomas) was "overcome with the exuberance of his own verbosity." He had spoken about wages for the necessary number of men on a 24-acre lease, and referred to the amount spent on machinery. The clause did not say the amount must be spent in any particular six months, and it might have been spent in three or four years. The clause said "on proof to the satisfaction of the Minister that for every 24 acres held the lessee has expended in mining or machinery at least fifteen hundred pounds." It did not specify any time in which that money was to have been spent. The argument of the hon. member in regard to labour in making machinery was beside the question. Most of the machinery we had on our mines had been imported, and we were only dealing with the amount expended here locally. The member for Kanowna (Mr. Hastie) and the member for Mount Margaret (Mr. Taylor) were quite justified in saying that, from the drafting of the Bill, it would be possible to transport machinery from one lease to another. He (Mr. Bath) did not say such a thing would be done, because it would be only necessary to draw public attention to it for such a thing to be stopped, if not by the Minister, by Parliament. This clause gave people an opportunity of securing exemption without what he considered anything like an adequate amount of money spent or an adequate amount of work being done, and he would far rather rely on the old method embodied in previous measures, whereby people were compelled to go before a Court to secure exemption, where opponents to that exemption could oppose it. He

knew of instances within the last 12 months where people had machinery which they had bought, perhaps, at a sale of some mine on which machinery had been erected, and this machinery had been placed on another mine with the hope of being able to sell it to a company or some speculator. Under present conditions, if people erected machinery they had to do a certain amount of legitimate work, but under this clause they could erect that machinery and secure 12 months' exemption if the machinery was worth £3,000, and have 12 months in which to wait for buyers to come along.

MR. THOMAS: It would cost more to erect the machinery than to comply with the labour conditions.

MR. BATH: This clause would not be an encouragement of legitimate mining. The member for Dundas had spoken with an air of authority, as one who was a practical miner. He (Mr. Bath) had been a practical miner and had worked on these mines, and would be prepared to set his skill as a practical miner and his knowledge of practical mining against that of the hon. member. With regard to this Bill the hon. member had displayed very little knowledge of practical mining, otherwise he would not have made the remarks he did before the adjournment. The Minister seemed to regard this as an improvement on existing legislation. There might be room for improvement of existing legislation in the way of making it less easy for people to secure exemption where exemption was not justified, but this clause only gave unscrupulous people an opportunity of securing exemption on much more favourable terms than those on which they had been able to obtain it hitherto, and that was his (Mr. Bath's) reason for opposing it. It had been said that we had not brought anything forward in the way of repealing the provision which fixed one man for six acres. He (Mr. Bath) had a distinct recollection that at the time the proposal was introduced we made a very determined opposition against the proposition to reduce the labour covenants.

MR. THOMAS: Who were "we."

MR. BATH: The people on the goldfields; the miners and those directly interested in the mining industry. That opposition was assuaged in some degree by a distinct understanding both from the report of the Royal Commission on the Mining Bill and the assurances of the Minister for Mines at that time that if the labour covenants were reduced from one man to three acres to one man for six acres, greater care would be exercised in the granting of exemptions, and that if the conditions were liberalised they would see that shepherding was done away with and that these conditions were carried out. It was only within the past year or two that we had made any attempt to stem the tide of exemption, and probably if we passed this clause as it stood now we should be reverting to the old condition of affairs and not improving the present system of exemption, but going a step backwards. He, therefore, opposed the clause and thought we should have been given an opportunity of voting directly on the question whether we should have the clause or not, because if we voted on the amendment it would certainly obscure the issue in the minds of members.

THE MINISTER FOR MINES asked the hon. member (Mr. Hastie) to agree to the amendment (to include a mineral lease of 48 acres), and then move to strike out "fifteen hundred," with a view to substituting "ten thousand," or some words to make the clause inoperative. The Committee could then decide on the merits of the whole clause.

MR. HASTIE: To that there was little objection; but he must protest against the speech of the member for Dundas, who charged a number of Labour members with ulterior motives, in that they took advantage of the ignorance of other members as to mining, and used arguments in the House which they would not dare to address to a meeting of mining men on the goldfields. The hon. member could hardly be serious. Not one mining member had ever spoken on the goldfields in any style different from that adopted in the House. The hon. member had recently visited his constituents at Norseman; but he would hardly dare to address any other goldfields people as he had just spoken here. It was unfortunate that the hon. member stepped into the discussion when we were dealing with machinery, and said he would like to have an agency for machinery. It was natural that the hon. member would therefore speak and vote

so as to benefit the machinery trade. Labour members wished simply to maintain the law as it stood, by which the Minister had discretionary power to refuse exemption to which applicants were not entitled. The member for Dundas wished to abolish that power. He (Mr. Hastie) agreed with the Minister's suggestion as to the manner in which the clause should be put to the Committee.

Mr. TAYLOR: In company with the member for North Murchison (Mr. Holman), he had informed the Minister of the objections advanced by the people at Lake Way to certain exemptions. To show the justice of these objections he would instance the mines at Wiluna. A return of the Mines Department showed exemptions granted from the 1st July, 1902, till the 30th June, 1903. These Wiluna mines were, he believed, known as the Darlington Simpson properties; and it was not without reason that the warden opposed farther exemptions. The Derwent, the Caledonia, the Dark Horse, the Black Swan, the Derwent Extended, and the Athelstone mines had all received during a period of 12 months 313 days' exemption out of 365.

The Minister: That was for concentration—not ordinary exemption.

Mr. TAYLOR: The return did not state that. In the same locality the Dark Horse No. 1 and the Caledonian Block No. 1 had each received 313 days' exemption in 12 months. When the warden's report was sent in the Minister granted two months, on the specific promise that the company would raise funds to develop their property. When he (Mr. Taylor) and the member for North Murchison asked the Minister to uphold the warden's decision, the Minister replied that the company had made a promise to raise £15,000 for development provided two months' exemption was granted. To that he (Mr. Taylor) raised no strong objection; but it was the warden's refusal of farther exemption that brought forth the additional capital, and fresh development had commenced.

The Minister assured the hon. member that these were not exemptions of the ordinary kind, but were granted for concentration. They had to be included in the return amongst ordinary exemptions.

Mr. TAYLOR said he understood these properties had practically not been worked for two years. The people of the district understood that the company held enough property for a small sheep station.

The Minister: No. He had compelled them to abandon a large portion.

Mr. TAYLOR: But they formerly held it.

Mr. Thomas: And had the abandoned portion been taken up by others?

Mr. TAYLOR: Of that he was not sure, but had been told that fresh leases had been taken up in anticipation of the public battery now being erected. These properties had been held for about four years. The Committee and the public would remember Darlington Simpson's flotation.

The Minister: But the concentration had been refused.

Mr. TAYLOR: The departmental report showed exemptions granted of from 100 to 240 and 313 days out of 365; hence exemptions could easily be obtained if applicants showed reasonable cause. He (Mr. Taylor), when a prospector, had six months' exemption after working a property for two years.

Mr. Thomas: Yet the hon. member would deny that to a company.

Mr. TAYLOR: Neither he nor the Labour party would deny anything to a company which they desired for themselves. Mining shareholders resident in the State would admit that wardens had granted liberal and some times too liberal exemptions to all parties. He and the late Mr. Vosper had addressed numerous meetings on the Eastern Goldfields, called to protest against exemptions which enabled properties to be held for speculative purposes and capital to be spent in driving about and obtaining liquid refreshments charged up as horse feed. Knowing that these exemptions were granted so liberally, there was no necessity for Clause 93, because there was ample provision in Clause 91 to meet the requirements of the mining industry.

The Minister: It was desired that Clause 91 should become almost a dead letter.

Mr. TAYLOR: Clause 91 would become a dead letter, because the companies would avail themselves of the right to close down their properties whenever

they had spent a sufficiency of capital. The sum of £1,500 would not go very far in the erection of machinery.

MR. HASTIE: And they could borrow the machinery.

MR. TAYLOR: If the clause was passed, there would not be enough machinery in the State to dump down on the various properties in order to get exemption. According to the return he had quoted of the last period—a period when exemptions had been reduced by 50 per cent.—there was no need for the clause. Of course, the Minister made out that the reduction in the exemptions was on account of administration, but it was on account of "wild cats" being thrown up. When we found that 313 days' exemption had been granted on one goldfield, how much exemption must have been granted in the past? By the clause the mining industry would suffer in no small degree, and members who had not visited the goldfields should support the goldfields members in trying to get the clause struck out.

Amendment (to include a mineral area of 48 acres) put and passed.

MR. HASTIE moved as an amendment—

That the words "or machinery" be struck out.

It was not an exaggeration to say that if the words were retained the effect of the clause would be null and void. The word "mining" was quite comprehensive enough to include "machinery." He knew at least a dozen leases to which machinery had been carted, and on which it had been kept for some time and then taken off. The leaseholder would apply to the warden and get exemption on the strength of the machinery, or by moving it about on the lease would keep the property idle.

MR. THOMAS: Exemption should be made much easier. In reply to the member for Mount Margaret, he would say that the area held under lease in 1898 was 38,934 acres, while in 1902 it was 32,570; so that there was considerably less acreage upon which exemption could be obtained. Only 5,430 miners need be employed according to the labour conditions on the 32,570 acres held under lease last year, whereas about 18,000 men were actually employed. Nineteen mines turned out nearly 75 per cent. of the gold output, when under the labour conditions it would only be necessary for them to employ 186 men. Eleven of the chief producing mines in Kalgoorlie comprised 449 acres and turned out over 50 per cent. of the total gold output, but if these mines were to strictly comply with the labour conditions they would only need to employ 75 men, whereas they were employing something like 6,000 men. The member for Hannans said that the majority of the leases in his district were being shepherded, and that men were not being legitimately employed. The total acreage last year for East Coolgardie held under lease was 3,936 acres, necessitating the employment of 656 men, whereas 11 mines in that district employed something like 6,000 men and turned out over one half of the gold of the State. He (Mr. Thomas) did not advocate exemption on behalf of companies. He had represented companies for seven or eight years, and, until a month ago, had never had occasion to apply to the Mines Department for exemption or protection. It was true he had applied for exemption for concentration of labour, because he had held leases on which labour could not be profitably employed. The member for Mount Margaret knew full well that the majority of exemptions on the return he had quoted to the Committee were not true exemptions, but were exemptions on "dip" blocks to concentrate labour upon other blocks upon which the reef was being worked.

MR. TAYLOR: That was not so.

MR. THOMAS: The member for Mount Margaret knew as well as anybody that in instance after instance in the return he quoted exemptions were granted not from labour entirely, but in order that labour might be concentrated from one lease to another. He objected to a statement of that sort being made to the Committee by members who claimed to be representative of the goldfields, for they knew what effect their remarks would have. As far as companies were concerned, their representatives had no need whatever to ask the Minister to grant them one moment's protection, because, as had been shown by the return which the Mines Department issued, over nine-tenths of the gold was being obtained by companies employing far more labour than the conditions necessitated. Machinery

should count for protection exactly the same as labour did, because if machinery were put on to a lease a large amount of labour had to be expended in the making of that machinery. The vast proportion of the cost of machinery went in the first instance in making that machinery because pig iron was cheap.

Mr. Illingworth: But if machinery were hired?

Mr. THOMAS: Those were isolated instances which one could not consider. If machinery were hired, then it could not be declared that the company had expended the money in the purchase of machinery. When machinery was placed on a lease the cost of that machinery was practically doubled before it was put in working order.

The Minister: It was money expended for development.

Mr. THOMAS: Yes; it should count as labour exactly in the same way as if men were paid for putting holes in the ground here and there, as had been done, to comply with the labour conditions. The Labour party objected to machinery being taken into consideration for exemption because the money spent in the purchase of that machinery had not been expended in labour in Western Australia.

Mr. ATKINS: Was there any provision to prevent a mining company moving machinery from one lease to another? If machinery were to be placed on a lease to remain there, it should count as work, but if it could be moved to evade the law there should be some provision to prevent that being done.

The Minister: If machinery were placed on a lease and then removed, the right to exemption would be immediately lost.

Mr. ATKINS: Was there any provision providing for that in the Bill? If not some provision should be inserted.

The MINISTER FOR MINES: It would be made perfectly clear that money expended on machinery should only apply as long as the value of the money was on the lease.

Mr. Atkins: That it was *bona fide?*

The MINISTER FOR MINES: Yes; that would be made perfectly clear on recommittal. The bogy which had been raised as to whether machinery carted from one lease to another should be taken into consideration for exemption need not frighten members, because that would be deemed to defeat the application; it would be an improper application. The question was whether we should allow money expended on mining machinery for developing a mine to count for exemption in the same way as money expended in the employment of labour. He was inclined to think that Parliament should give preference to the purchase of machinery, because no person would buy machinery for the purpose of wasting money. Persons would not expend money in the purchase of machinery until their mine was sufficiently developed to use that machinery. No person would expend a large sum of money in the purchase of machinery simply for the purpose of obtaining exemption, because it would only cost about £350 to comply with the labour covenants for six months on a 24-acre lease. Protection should be given to persons expending money on machinery, because it might be found when machinery was placed on a lease that the owners had not sufficient money to go on with development work. He promised that the clause should, on recommittal, be made to read in such a way that *bona fide* machinery should remain on a lease during the currency of exemption or the exemption would be forfeited.

Mr. TAYLOR: Supposing machinery was kept on a lease for twelve months and the lease was found to be no good, then the machinery was taken to another place and kept there in the same way; would exemption be allowed? The Bill did not prevent that being done.

The MINISTER FOR MINES: As far as the word "machinery" went, it would have to mean *bona fide* mining machinery, and he thought the meaning should not go farther by providing that machinery merely placed on a property should not be considered machinery under the clause; farther than that he could not go. He had given great consideration to this matter, and he thought that we should do everything to induce people to purchase machinery, because if machinery were placed on a lease, everything would be done to push forward development so as to use the machinery, and that would mean the employment of more labour than if the machinery had not been placed there.

MR. TAYLOR supported the amendment. The Minister had gone a long way round to explain what he considered was the meaning of the clause. According to his (Mr. Taylor's) reading of this clause, the proposal meant that when that amount had been expended on machinery or on labour on a 24-acre lease the owner of the lease could demand exemption, whether the machinery was erected or whether it was standing on the wagons which had carted it there. It was desirable to prevent monopolists from holding large areas of country and not working them themselves or allowing anyone else to work them.

MR. THOMAS: Would the hon. member refer to the 19 mines to which allusion had been made?

MR. TAYLOR: Did the hon. member mean Norseman leases? He thought the hon. member knew something about them. He (Mr. Taylor) supposed he would be safe in saying that out of that 101 acres about 12 or 14 acres had been worked and the other 90 had been held under concentration or some other amalgamation, and neither the owners nor anyone else had developed them. [Interjection by MR. THOMAS.] He found from the report of the Department of Mines for 1902 the amount of gold won.

MR. THOMAS: Did the report tell the hon. member how many acres were worked?

MR. TAYLOR: No; but one had an idea of how many were worked. It was not shown whether machinery would count for all time at its first cost. Supposing a man took machinery and obtained 12 months' exemption but found it was not good enough, and the machinery were taken to another mine, could 12 months' exemption again be granted on account of that machinery?

MR. FOULKES: No.

MR. TAYLOR: Probably the hon. member had not been before the warden's Court, otherwise he would not have given that cheap advice. The Minister ought to be able to make clear the point as to whether machinery which had once been counted for exemption would operate again. It was to be hoped that the clause would be struck out. That was the feeling of members from the goldfields other than those representing—the mining sharks he was going to say—the mining monopolists, to whom this State owed little or nothing for the development of its goldfields. The Minister made a great deal out of Subclause 1, relating to the genuine prospector, but the prospector knew that Clause 91 would give him ample provision for exemption, and he (Mr. Taylor) was prepared to forego Subclause 1 of Clause 93 and strike out the whole of Clause 93. The arguments of the member for Dundas had been in favour of the large landowner, the monopolist, the gentleman who held all the land he could possibly hold under the Mining Act and who worked as little of it as possible, holding it for speculative purposes. [MR. THOMAS: Rot!] It was all very well for the member to use that expression. Those members who were debating in support of this clause were doing so in favour of extended exemptions. The Minister, who had been in this Chamber a considerable time, had on every occasion echoed the great work he had done for the prospector, the small man, but this clause would operate for the benefit of the large monopolist. No one would accuse the member for Kanowna (Mr. Hastie) of taking up a position in this Chamber which was not fair or more than fair to the employer, and it was hoped that the amendment by the hon. member to strike out this clause would be supported. The clause if passed would have a disastrous effect on the mining industry of this State, and especially on outlying districts. There were large centres of population practically depending on one mine, and if this clause were passed the mine owners could, on proving to the satisfaction of the Minister that they had expended £3,000 on machinery or labour over and above the gold won from the property, demand exemption without any evidence at all, and close down that mine, turning the workmen adrift. The Government had sold land to people who lived there, and those people had built upon it and invested the whole of their earnings. The Government had subsidised them in every way to make their town prosperous, so that it could be lived in from a sanitary point of view. Yet if this clause were passed, the capitalists, for no matter what cause, could, if they spent £3,000 in 12 months in labour or on machinery,

shut down for 12 months without appearing practically in a warden's Court. He hoped members not acquainted with the goldfields would support the goldfields members who had urged the striking out of this clause, and by doing so they would be helping themselves as representatives of other industries in this State.

THE MINISTER FOR MINES: On recommittal he would have a proviso inserted something in this style:—

Machinery in this section shall mean only mining machinery erected for the *bona fide* development of the lease or leases, the removal of which machinery from the lease or leases during the currency of such exemption shall cancel such exemption so far as the said exemption relates to the value of the machinery.

He did not think this absolutely necessary, but would move to insert it in order to satisfy members. He could hardly imagine that one would find instances of men on the goldfields who would be foolish enough to spend large sums on machinery, and then pass that machinery from lease to lease for the purpose of getting 12 months' exemption.

MR. HASTIE: If the subclause was amended as proposed by the Minister, it would evidently meet all objections; and a division might then be taken on the clause as a whole. It was suggested that to get a division on the main question we might move to strike out "one thousand five hundred" and insert "ten thousand." He withdrew his amendment.

Amendment by leave withdrawn.

THE CHAIRMAN: It would be better if the hon. member would formally move his new amendment. Let that be dealt with, and the Committee could subsequently vote on the question that the whole clause as amended stand part of the Bill.

MR. HASTIE moved as an amendment,

That the words "one thousand five hundred," in line 5 of Subclause 3, be struck out, and "three thousand" inserted in lieu.

If a company took up a 24-acre lease and raised a capital of over £5,000, an expenditure of £1,500 was far too small to entitle to exemption. True, if local people with a capital of less than £5,000 took up and worked a lease, they might not be able to spend more than £1,500; but Subclause 3 applied to none but lessees with over £5,000.

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

Ayes	...	...	...	8
Noes	...	...	...	21
Majority against			...	13

AYES.	NOES.
Mr. Bath	Mr. Atkins
Mr. Daglish	Mr. Burges
Mr. Hastie	Mr. Diamond
Mr. Johnson	Mr. Ferguson
Mr. Reid	Mr. Foulkes
Mr. Taylor	Mr. Gardiner
Mr. Wallace	Mr. Gordon
Mr. Ewing (*Teller*).	Mr. Gregory
	Mr. Hassell
	Mr. Hayward
	Mr. Hicks
	Mr. Isdell
	Mr. Jacoby
	Mr. Morgans
	Mr. Oats
	Mr. Phillips
	Mr. Piesse
	Mr. Pigott
	Mr. Rason
	Mr. Thomas
	Mr. Higham (*Teller*).

Amendment thus negatived.

MR. HASTIE: The clause provided that a company whose capital exceeded £5,000 could, after spending £3,000 on a lease, prevent its being worked for 12 months. Surely the Minister was overgenerous. This seemed the most shameful clause in the Bill. He moved as an amendment,

That the word "twelve," in line 7, be struck out.

THE MINISTER FOR MINES: Subclause 3 applied to all leases, whether large or small, whether owned by a person or a company, and whether the property was a lease or a group of leases.

MR. HASTIE: Paragraph (*b.*) of Subclause (*z.*) granted three months' exemption for nine months work to any company with a capital not exceeding £5,000. If that was not sufficient for small companies, why did not the Minister give them more? Why should Subclause 3 apply to every company? As a fact, it would apply to none but large companies; and a company with a capital of £5,000 could get 12 months' exemption after spending over £3,000.

MR. FOULKES: Twelve months did seem rather long. He suggested that it be reduced to nine.

THE MINISTER FOR MINES: To that he could not really agree. Many companies had spent large sums on their mines; and when reconstructing, such companies must have time to obtain necessary funds. The Victorian Bill

provided for exemption up to three years, and the Tasmanian Act made similar provision.

MR. HASTIE: And mining was decreasing there every year.

THE MINISTER FOR MINES: Surely not in Tasmania; and it was because of the decrease in Victoria that the Government proposed to make the conditions more liberal. This Bill had been framed after mature consideration. Subclause 2 provided for three months' exemption after nine months' work, and Subclause 3 for 12 months' exemption after an expenditure of £3,000. If the mines were exempted and closed, the Government insisted on the right of the Crown to compel the lessees to allow tribute, except in the main workings. The conditions were 10 per cent. on deep workings and 2½ per cent. on virgin ground, thus enabling ground to be worked by any body of working miners, and giving sufficient protection to the persons who came here and expended money.

MR. MORGANS: No alteration should be made in the clause. One could not see why the Labour representatives should so strenuously oppose a clause which was in their interests. There were many instances where a mine was being worked by a small company with a limited capital, and it was impossible, even in 12 months, for such a company to reconstruct and get the necessary capital.

MR. HASTIE: Then why not increase the period?

MR. MORGANS was of opinion that companies should have their leases for ever, as was the case in all other countries except Australia. Mining legislation in Victoria had practically killed the industry in that State, and now they were seeking to get capital back by making the laws more liberal and the conditions more favourable for working the mines. The clause was a fair one and the Government should stand firm in regard to it. The member for Claremont, if he knew anything about the mining industry, would know that there were numerous instances where small companies required time to get more capital.

MR. TAYLOR: They had always got the time.

MR. MORGANS: They had not. Frequently the conditions of the mining market made it impossible to get capital in 12 months. When a mining company had spent money on a mine without result it was a difficult matter to persuade the public that it was necessary to expend more money on it. In consideration for the property held by a small company the clause should be passed. It would not apply to a big mining company. No big mining company would seek exemption under the clause; it was not necessary to do so. It was safe to say that 80 per cent. of the labour employed on mines was employed by big companies which were not likely to apply for exemption under the clause. The clause was only intended for small companies with a limited capital of, say, £5,000.

MR. HASTIE: And 300 acres.

MR. MORGANS: A small company could not hold 300 acres. Nothing would be gained in the argument by exaggeration. Could any hon. gentleman point out a company with a capital of £5,000 holding 96 acres? He did not know of a single instance in the State. Companies were plucky, indeed, to enter into a mining enterprise with only £5,000 as capital; but if they did and funds ran out, it was only a fair thing that the Government should give the necessary protection to enable them to reconstruct. One was a little surprised to see the member for South-West Mining (Mr. Ewing) voting against the clause, because no member had sought the advantage of exemption more than the member for South-West Mining.

MR. EWING: That was not so.

MR. MORGANS would be very pleased to listen to the hon. member if he could disprove it. The hon. member held large areas of ground at the Collie, and he had never on one occasion had the necessary number of men employed to comply with the labour conditions. How could the hon. gentleman, therefore, vote in opposition to the clause, when he knew that he himself was the greatest sinner against the principles laid down there? It seemed an extraordinary state of things that the hon. member could come into the House and pretend to support amendments of the kind proposed by certain hon. members, and yet take advantage of exemptions on his coal-mining leases such as had never been

granted to any gold-mining lease. The hon. gentleman should explain his position, and show the House how he could reconcile his vote with his own position, and why he would deny to the gold-miner what he himself took advantage of.

Mr. Hastie: The gold-miner was not asking for it.

Mr. MORGANS: The gold-miner was asking for protection under the clause.

Mr. Hastie: He was not.

Mr. MORGANS: If the member for Kanowna juggled about the meaning of the words, he (Mr. Morgans) would not. He simply wanted to say that, before the discussion on the clause was closed, the member for South-West Mining should give an explanation of his (Mr. Ewing's) extraordinary conduct in voting on this question. It was only fair to the House, knowing the position of the hon. gentleman and the amount of consideration he had received at the hands of the Mines Department, that it should know how the hon. member could reconcile his vote with his position.

Mr. EWING: There was no justification for the attack made by the member for Coolgardie, who knew full well the circumstances in connection with the matter he had quoted from start to finish. The hon. member who had taken up an unjust and unfair position was one of the best men in the House, and one whom he (Mr. Ewing) always desired to honour, for the hon. member had done an immense amount of good to the State, and was one whom we could not well afford to lose; but not one word had been said by him (Mr. Ewing) detrimental to the interests represented by the member for Coolgardie or to the manner in which the hon. member manipulated his very important interests. The hon. member in connection with this matter had doubtless vividly before his mind an episode that took place last session in the Chamber, but it was to be regretted that the hon. member had seen fit to open that book at all.

Mr. Morgans: There was no reference to that matter at all.

Mr. EWING: On that occasion he (Mr. Ewing) had had the sympathy of the member for Coolgardie and the sympathy of the country, and it was to be regretted very much that the member for Coolgardie had seen occasion to refer to it again. For the last four or five years he (Mr. Ewing) had spent every penny he had earned—and he was earning a large income at his profession—on the particular coal-mining property in which he happened to be interested to-day.

Mr. Morgans: That was what happened to the man under the clause.

Mr. EWING: The member for Coolgardie had called upon him to justify his position, and he would not take up much time in doing so. He spent all his own money on the property, and got into an unfortunate position from which he could not extricate himself. The gentleman who got him into that position was one of the calibre alluded to by many members in the Chamber. This gentleman took his property to London, and he (Mr. Ewing) was lost, never getting back a penny piece from this person, who kept it for 12 months, so that it was impossible for him (Mr. Ewing) to get it back until he took the matter into Court. During that time the Minister for Mines, who knew the circumstances, thought fit to protect the property, knowing that he (Mr. Ewing) had invested all his capital in it. Nobody could take exception to the exemptions granted on that occasion. One month after the time the property had been restored to him through the Supreme Court it was working. In the early part of this year he got some capital into the company and formed a limited liability company, and the mine had never been idle from that day to this. At the present time over 120 miners were working in the colliery. People had got £40,000 or £50,000 in London to operate on a property as good as he had at Collie, and after the money was put in the mine the property was shut down because of mismanagement. The personal element had been introduced into the debate, and he wished to make his position clear. He and those connected with him had been successfully operating a company, and it stood to their credit that a first-class colliery was working to-day.

Mr. Morgans: Were all the acres held protected?

Mr. EWING: There was no analogy between coal-mining and gold-mining. Gold had a specific value, and immediately it was taken out of the ground that value could be obtained, but as far as

coal-mining was concerned the value of the coal was not always maintained.

MR. THOMAS: The clause dealt with mineral leases as well.

MR. EWING: The member for Coolgardie had raised a question which he was justified in answering.

THE CHAIRMAN: The hon. member had made his explanation, and could not go on discussing coal-mining.

MR. EWING: The member for Coolgardie should not be allowed to make representations without an answer being given.

THE CHAIRMAN: The hon. member had already explained the position.

MR. EWING: The reason he cast his vote was not that he thought there was any danger as far as gold-mining was concerned; he was at first half inclined to cast his vote in favour of the clause if the Minister would except coal-mining. We had been told that this clause was no protection whatever to owners of large mines because the labour conditions were so small that it made no difference. If any of the big mines around Kalgoorlie closed down they would have to keep more than four men employed to look after the machinery. If the conditions imposed on coal-mining were carried out in their entirety—which at present was not the case, and there was justification for the position—then coal-mining could not be carried on. On each of the properties at Collie there ought to be 200 men employed—on the old-established property there were more than 200, and on the property with which he was connected there were about 120—and it would not be possible for owners to make a lever of the clause as far as the mode of working coal was concerned. He would not be a party to place such a weapon in the hands of those who owned the property.

MR. THOMAS: Throw up part of the property which the hon. member was not working.

MR. EWING: That position did not trouble him at all. During the last four or five months the collieries at Collie had given a fair account of themselves.

MR. THOMAS: What about the previous four or five years?

MR. EWING: It was not fair and reasonable to allow such a clause to pass in the interests of those earning their living at Collie at the present time: that was why he opposed it.

MR. MORGANS: There was a big labour vote there.

MR. EWING: No one could accuse him of pandering to the labour vote more than any other member of the House. The position which he had taken up was a fair and reasonable one, and one which his electors would think was the right and proper course to take.

MR. MORGANS: Every member of Parliament should be consistent.

MR. EWING: No one could say he had not been perfectly consistent. If the Minister thought it was necessary for certain things to be done in connection with the property in which he was interested, then those things would be done. He had never asked for consideration of any kind whatever.

MR. HASTIE: Until the member for Coolgardie spoke, the question had been discussed seriously, but the member for Coolgardie, in order to hide the real issue, had brought up the vote of the member for the South-Western Mining district. There was no analogy between coal-mining and gold-mining. The Bill provided that a gold miner or a coal miner could apply for exemption, and the Minister was given discretionary power to grant it. No one suggested that the Minister's power should be limited, but the clause went farther and had taken the power away from the Minister. Coal was not in unlimited demand, and if too much was taken out of the ground then the coal must be worked at an unpayable price. It was not to the interests of the country to have an unlimited supply of coal taken out.

MR. MORGANS: A limited area was only required for that.

MR. HASTIE: If the member for Coolgardie would assist him in limiting the areas for coal-mining, gold-mining, diamond-mining, or mining for any other minerals, he would be thankful for the assistance. If coal-mining had been in anything like the same circumstances as gold-mining, and there was a fixed payable price for unlimited quantities, we might be quite certain the Minister for Mines would not allow the ground to go unworked. The Committee should vote on the question, and not take serious notice of the ridiculous references which had

been made to Victoria that the labour conditions there had killed mining. No one could take that seriously. The labour conditions had not killed mining in Victoria, and exemption could be obtained in Victoria. It was a notorious fact that all over the mining fields of Victoria eight, nine, or ten years' exemption had been granted and was still in existence.

THE MINISTER: Granted by favour.

MR. HASTIE: It was granted all the same.

THE MINISTER: Certain persons could not get what others could. We wanted to get away from that principle.

MR. HASTIE: The Minister wished the Committee to believe that local companies were in favour in Victoria while English companies were not. The labour conditions were a mere nothing in Victoria. The great complaint was that they were not carried out, and that hundreds of acres of mining ground in Victoria were locked up. The same thing obtained in Tasmania, and it was a certainty if the new regulations were agreed to in Victoria the ground would continue to be locked up. In Western Australia and in New Zealand, and in certain parts of Queensland where the labour conditions were strongest, mining was increasing. The member for Coolgardie wanted to stop mining being carried on in certain areas. It was not necessary to talk about such mines as the Great Boulder or the Ivanhoe: no law or rule could affect those mines. Nobody proposed to kill these mines, and no suggested law could affect them. If the member for Coolgardie was interested in mines such as the Great Boulder and the Mount Morgans, then that member knew those companies dared not close their mines; they would not be such fools as to do so, as it would not pay them. These were not the mines which the Labour party referred to. As to the small struggling mines which had been referred to, in nine cases out of ten the waiting for capital was all humbug.

MR. THOMAS desired to repeat that in Western Australia 19 mines turned out 1,467,000 ounces out of a total return of 2,117,000. Every dividend-paying mine in Western Australia was embraced within those 19, and the mines outside those were, without exception, poor struggling concerns held by small men. The member for Kanowna (Mr. Hastie) said he did not want to aim at the Great Boulder, Perseverance, the Ivanhoe, or the Mount Morgans.

MR. HASTIE: Nothing of the sort was said by him.

MR. THOMAS: It was against struggling companies that the member for Kanowna and those who voted with him wanted to impose every possible restriction to prevent them from going ahead, and trying to repay themselves for the vast amount of capital expended. That hon. member and the member for Mount Margaret (Mr. Taylor) dealt with a group of leases at Norseman. It was true that the owners of the Norseman Gold Mines held 101 acres at one time, and there was a time when they held 194 acres; the reef dipping from 35 to 45 degrees. In order to make the goldfields members who represented Kanowna and Mount Margaret understand the matter thoroughly, the Minister for Mines went to the trouble of getting a model prepared so that they might be able to follow the underlay of the reef. In order to protect the underlay of the reef it was necessary to hold a considerable amount of ground. The member for Kanowna said he believed that one depth of the ground was being, or had been, legitimately worked. About £130,000 worth of gold, perhaps £150,000 worth, had been taken out of the property, and during the existence of the company over £200,000 had been spent in wages, the company being something like £100,000 to the bad on the deal. That was a company which the member for Mount Margaret wanted to throttle. Those members said they did not want to get at big companies like the Great Boulder and the Perseverance companies, paying millions of pounds in dividends every few years; but the companies they wanted to get at were companies which invested a quarter of a million and were £100,000 to the bad. Members like the representatives of Kanowna, Mount Margaret, and Kalgoorlie tried to throttle companies like that, which were doing their best to help themselves and to help the mining industry of Western Australia.

THE MINISTER FOR MINES: One must remind members of a promise they made to him to do all in their power to

get this Bill passed into law. He hoped the member for Kanowna would not press the amendment. He (the Minister) had no objection to increase the amount to be expended from £3,000 to £4,000. The people to protect were those who had spent a good deal of money on their properties, but he thought that when we gave six months' exemption for an expenditure of £1,500, we ought to make the amount that should be expended for the double term more than double the amount named in the first case. He would therefore agree, if "twelve months" were left intact, to have "three" struck out with a view of inserting "four," making the amount £4,000.

MR. HASTIE was sorry the offer by the Minister for Mines did not meet his objection. If a man spent anything like £3,000, he could easily spend £4,000. What one objected to was the long term, and had the Minister proposed to accept nine months or ten months, he (Mr. Hastie) would have agreed to the suggestion. If this clause were passed, one of the first things the Mines Department would require to do would be to ask for returns of the amount of work done on each lease to be sent for every month, and that notes of these should be kept at the local warden's office. It was impossible for an inspector to go into every hole and corner of a mine; therefore, in order that some honesty might be obtained, a monthly return would probably be sent in, and in that case the Department would be able to check the statements of the friends of the member for Dundas (Mr. Thomas).

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

Ayes	...	...	...	9
Noes	...	...	...	18
Majority against			...	9

AYES.	NOES.
Mr. Bath	Mr. Atkins
Mr. Daglish	Mr. Burges
Mr. Hastie	Mr. Diamond
Mr. Illingworth	Mr. Ferguson
Mr. Johnson	Mr. Gardiner
Mr. Reid	Mr. Gordon
Mr. Taylor	Mr. Gregory
Mr. Wallace	Mr. Hassell
Mr. Foulkes (*Teller*).	Mr. Hayward
	Mr. Hicks
	Mr. Jacoby
	Mr. Oats
	Mr. Phillips
	Mr. Quinlan
	Mr. Rason
	Sir J. G. Lee Steere
	Mr. Thomas
	Mr. Higham (*Teller*).

Amendment thus negatived.

MR. HASTIE moved as an amendment,

That the word "three," in line 9 of Subclause 3, be struck out, and "four" inserted in lieu

MR. THOMAS: The subclause stated:

Six months' exemption shall be granted in respect of any lease or group of amalgamated leases, on proof to the satisfaction of the Minister that for every twenty-four acres the lessee has expended in mining or machinery at least one thousand five hundred pounds independently of the proceeds of any gold or mineral derived from the mine;

That was the first part of it, and now apparently the Minister proposed to accept the amendment or suggestion by the member for Kanowna, so that the subclause would go on to read:—

and twelve months' exemption shall, in like manner, be granted when the sum expended exceeds four thousand pounds for every twenty-four acres held.

He asked for the opinion of the Minister on this point: If a person held a lease or group of amalgamated leases and expended £1,500, presumably that person would have the right to apply for six months' exemption; and if he expended £1,500 more he would be able to apply for yet another six months' exemption; whereas a man who expended £3,000 would not have a right to get the same exemption as the one who expended the two lots of £1,500 each.

THE MINISTER FOR MINES: Those two cases were altogether different. In the first, a lessee spending £1,500, or possibly more, took advantage of six months' exemption, and after starting work again and exhausting his available capital, took another six months. But in case of a continuous exemption for 12 months we might fairly insist on a larger expenditure, as this was a long period for a mine to be closed down except on the conditions imposed by the subclause. Hence he would accept the amendment to substitute £4,000 for £3,000. In an amalgamated group of 96 acres, before advantage could be taken of the subclause, £16,000 would have to be expended on development, irrespective of any moneys derived from the mine. The desire was to protect a company which had spent a large sum on the property and found it necessary to get exemption pending the raising of more capital.

Mr. THOMAS opposed the amendment. The clause as drafted deprived leaseholders, whether persons or companies, of far more privileges than they now enjoyed, and of far more than the Bill sought to give them. This clause was held out by the Minister as a great benefit to all lessees, and now the Minister said it was for the benefit of struggling companies who had spent much money; yet he calmly asked the Committee to raise the minimum sum which must be spent before application for exemption from £12,000 to £16,000 on a 96-acre lease. He had taken enough from the lessee without taking any more.

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

Ayes	...	...	20
Noes	...	...	7
Majority for		...	13

Ayes.	Noes.
Mr. Bath	Mr. Atkins
Mr. Burges	Mr. Gordon
Mr. Connor	Mr. Jacoby
Mr. Daglish	Mr. Morgans
Mr. Diamond	Mr. Quinlan
Mr. Ewing	Mr. Thomas
Mr. Ferguson	Mr. Hassell (*Teller*).
Mr. Foulkes	
Mr. Gardiner	
Mr. Gregory	
Mr. Hastie	
Mr. Hayward	
Mr. Illingworth	
Mr. Johnson	
Mr. Rason	
Mr. Reid	
Sir J. G. Lee Steere	
Mr. Taylor	
Mr. Wallace	
Mr. Higham (*Teller*).	

Amendment thus passed.

The MINISTER FOR MINES moved that the words "every twenty-four acres," in line 9, be struck out, and "the above-mentioned areas" inserted in lieu.

Amendment passed.

The MINISTER FOR MINES farther moved:

That the words "granted under this section" be added to the clause.

Mr. HASTIE: The concluding proviso stated that no exemption should be granted under the clause in respect of any expenditure incurred prior to the date of any expired exemption. The amendment would nullify this, and allow a man who had obtained from the warden an ordinary exemption to apply for an additional 12 months, thus giving him perhaps 18 months' continuous exemption. Surely the Minister did not wish to provide for a double exemption?

The MINISTER FOR MINES: The words proposed to be added were essential. He supported Clause 93 on the distinct understanding that if it were passed Clause 91 must become almost a dead letter, to be used in very special cases only.

Mr. HASTIE: Of that there was no hope.

The MINISTER FOR MINES: Were it not on that understanding, he would not fight for this clause. The old conditions of application for exemption must absolutely cease, excepting for very special reasons. For instance, protection might be granted for one month under Clause 91, while the application under Clause 93 was proceeding. Such protection ought not to prevent exemptions being granted under Clause 93; but he would try to provide subsequently for the period of protection being made portion of the exemption to be granted under Clause 93.

Mr. HASTIE: Then the amendment was unobjectionable; but supposing it was not passed, there was nothing to prevent the warden or the Minister from granting still farther exemption.

The Minister for Mines: Against that provision would be made.

Amendment passed, and the clause as amended agreed to.

Clause 94—Evidence in support of application:

The MINISTER FOR MINES: A promise had been given to alter Subclause 2. He therefore moved that the word "may" in line 1 be struck out, and "shall" inserted; that "farther" in the same line be struck out; and that "or any other officer" be inserted after "warden," in line 2. The subclause would then read: "The Minister shall direct evidence to be taken by the warden or any other officer, in open court."

Mr. Taylor: Would the "other officer" have the same position as a warden?

The MINISTER FOR MINES: It would apply to a registrar or an acting warden, or to some person specially appointed in outside places. It would be done by the warden wherever possible.

Amendments passed, and the clause as amended agreed to.

Clauses 95, 96—agreed to.

Clause 97—Declaration of forfeiture of lease:

THE MINISTER FOR MINES moved that the word "mining" be struck out.

Amendment passed, and the clause as amended agreed to.

Clause 98—agreed to.

Clause 99—Proceedings for forfeiture for breach of labour conditions:

MR. HASTIE: The clause provided that any man might apply to a warden for a lease to be forfeited on the ground that the lessee was not maintaining the labour conditions. It was the custom in Australia from the earliest days of allowing people to jump the claims of those who did not conform to the conditions under which they had taken up their leases, and no one suggested that custom should be abolished, but there was a very strong attempt to limit the jumping of leases by making it inconvenient for a man to lodge a complaint. A number of years ago it was arranged that a deposit of £25 should be made before a complaint could be maintained, but the regulation was found to be *ultra vires* and was not enforced. Now the Minister proposed that a deposit of £10 should be made by anyone complaining of the non-working of a lease. [MR. BATH: It was not compulsory.] It might not be compulsory at Kalgoorlie, Boulder, or Cue, but in the great majority of mining centres it would be compulsory, because there was no warden in those places. He was aware it was provided that if the warden was satisfied it was a *bona fide* application, or that the rent was more than 30 days in arrears, the warden might allow the applicant to make the application without a deposit; but he had yet to learn of any occasion on which a lease had been jumped which ought not to have been jumped. He knew of thousands of complaints from people declaring that they had been put to expense in defending their leases from forfeiture, but he was not satisfied these leases were being worked, and he put the statements of these people down to exaggeration and deliberate perjury. It was pointed out that a leaseholder, honestly working his lease, might be put to some trouble, but in such a case the warden should be given power to levy expenses against the would-be jumper so as to recoup the leaseholder for the trouble he was put to in resisting the forfeiture of his lease. It was too much, however, to ask that everyone should lodge £10 before an application was heard. Did the deposit refer to claims or did it only apply to leases?

THE MINISTER: It would not apply to claims. They would be dealt with by regulations, and it would be *ultra vires* to require a deposit under the regulations.

MR. HASTIE: One would like to know why a deposit of £10 was necessary. A man was not going to the trouble of applying for the forfeiture of a lease for amusement. People complained that leases had been unfairly taken away from them; but there had been no demand by the country for a deposit.

THE MINISTER FOR MINES: It was not right to say that a deposit of £10 would be insisted upon on lodging an application for forfeiture. There would be no necessity to put up any deposit unless the holder of the lease filed an answer that he would enter a defence. If an answer was filed, a deposit would have to be put up as a security for costs, unless the applicant could show the warden that he had a fairly good case, or that the rent on the lease was more than 30 days in arrears. In the case of abandoned leases there would be no defence, so there would be no necessity for a deposit; but in cases where the warden deemed that the application for forfeiture was not a fair one and that security for costs should be put up, he could insist on the deposit being made.

[MR. ILLINGWORTH took the Chair.]

MR. HASTIE: Why was a deposit necessary?

THE MINISTER FOR MINES: It was a matter of fair play. Any man holding a miner's right could apply for forfeiture of a lease, and could say to a leaseholder "I am going to apply for the forfeiture of your lease."

MR. TAYLOR: Had that ever been done?

MR. BATH: There were many instances.

THE MINISTER FOR MINES: There were many cases of applications for forfeiture being refused, and the warden

had no power to grant costs against the applicant. Even if he had power, how was he going to get those costs?

Mr. Hastie: In the ordinary way.

The MINISTER FOR MINES: If the warden was satisfied that the application was *bona fide*, or that the rent was more than 30 days in arrear, the deposit would not be required. After a statement of defence had been filed by the lessee, the warden could insist on the deposit being made.

Mr. Taylor: No case was known by him in which a man had applied for forfeiture unless there were good grounds for so doing.

The MINISTER FOR MINES: Time after time applications were made for forfeiture of leases which the warden dismissed.

Mr. Taylor: The evidence went to prove that the leases should be forfeited according to the Act, but the warden did not think it was fair to forfeit.

The MINISTER FOR MINES: If the warden thought there had been a breach of the regulations he recommended a fine being inflicted. The warden was afraid to do that under the old law really because a breach of the regulations meant the forfeiture of the lease. It was only desired that when a defence was lodged the applicant for forfeiture should deposit £10. When a man had to defend his property he should at least, if successful, have a chance of getting £10 towards his expenses. If the applicant for forfeiture succeeded in his case he got a fair proportion of the fine, or the property. If a man put the lessee to the expense of defending a case the lessee should get some proportion of his expenses repaid. This clause could not apply to claims which would be dealt with as before. The clause would only apply to mining leases and not to homestead leases or any such tenement.

Mr. HASTIE: This provision would be absolutely useless in places where there was no resident warden.

The Minister: What about the registrar?

Mr. HASTIE: If the word "registrar" was inserted that would meet the case. The deposit should be made on the day the application was to be heard. He understood that the Minister's idea was that the warden must be satisfied that the application was *bona fide;* if that was so why should the word "may" be used and not "shall"?

The Minister: If the words "or in his absence the registrar" were inserted, that would meet the case.

Mr. TAYLOR moved as an amendment—

That all the words after "lessee" be struck out.

We had seen the operation of a similar provision to this some years ago when the amount of deposit was £25.

The Minister: That applied to every case.

Mr. TAYLOR: It was most unsatisfactory. In many instances properties were held on new fields in the Mt. Margaret district by companies, and they did no work on the leases. Men who were looking for work could not see their way to put up a deposit of £25, therefore could not make application for the forfeiture of the lease. He had never known a case in which a man had applied for forfeiture with the object of harassing the leaseholder or trying to get the lease, unless the labour covenants had not been complied with or the rent had not been paid.

The Minister: This only referred to defended cases.

Mr. TAYLOR: Yes. If the lessee filed an answer a deposit of £10 had to be put up, but then the warden had to be satisfied that the applicant had a good case. The warden should not be prejudiced by hearing an *ex parte* statement by the man who was making application for forfeiture, for if the warden had to be satisfied there was a good case, then the applicant had to make it clear to the warden, and the warden would be prejudiced against the leaseholder. This provision was inserted to protect the leaseholder and place him in a position of being able to hold a lease without fulfilling the labour conditions. He had known cases in which it had been proved up to the hilt that the labour conditions had not been fulfilled, but the warden had taken a reasonable view of the circumstances, understanding that the lessee had spent money on the lease. Men had sworn in the court that they had worked on a lease when they had not worked there. In one case he was working on an adjoining lease to one for which forfeiture was

applied, and the lessee swore that he had worked the lease when he (Mr. Taylor) knew that the lessee had not put a pick in the ground. He (Mr. Taylor) would not go into court and swear that, because he did not believe in jumping and did not want to mix himself up with that phase of mining, yet he knew the lessee had never stuck a pick in the ground nor had he cut timber or done any developing work at all. The man had been away trying other shows. The warden thought there were extenuating circumstances, and decided in favour of the holder of the lease. It was known that men went into court prepared to perjure themselves. This Bill was in the interests of the leaseholder; there were traces of it right through the measure. The Minister must have received his directions from the Chamber of Mines and was protecting the big man. Men who went round with sufficient tucker to enable them to try a show but had not the £10 in many cases could not apply for the forfeiture of a lease, although the conditions were not being complied with.

THE MINISTER: Such a man would not be able to take up a 24-acre lease or a 12-acre lease and work it.

MR. TAYLOR: Men with provisions went round and sunk shafts and tried ground before they took up a lease, and that class of work had helped to open up the fields. In one portion of the Mt. Margaret district men were working on ground prospecting it, and if another person jumped the ground and applied for it, the warden refused the application because the miner was legitimately trying the ground. He knew of one case in which a man had sufficient tucker to keep him six weeks; he had sunk a shaft and was driving along the reef, but the man had not £12 to pay the rent and £6 to pay the survey fees. While he was engaged at work another person pegged a lease, but the warden would not grant the land to the jumper although the lease had not been applied for within the time allowed. This clause would allow a lease to be held without complying with the labour conditions, because men would not deposit £10 when there was a chance of losing it.

MR. BATH supported the clause, as it gave sufficient protection to anyone applying for forfeiture. He knew of instances in which claims had been jumped for the purpose of harassing a leaseholder. This applied particularly to leases outside important centres such as Kalgoorlie and Kanowna. Men had applied for forfeiture and the lessee, rather than go to the court to fight the case, had given the applicant something to go away. As far as this clause was concerned, while we wanted to give people plenty of opportunity, where they thought a lease was being worked, of applying for the forfeiture, the proviso here inserted gave them ample opportunity to do that if they had a good case, without putting up £10. The other statement as to prejudicing the warden did not hold water. The applicant was heard first, and if a good case was put up by him naturally the warden would lean to his side until the other side was heard, and if the other side put up a better case the judicial decision of the warden would go on that side which showed the better case. There were two parties to the bargain, and whilst we wanted to see that those who believed leases were forfeitable should have facilities, we also wanted to protect the leaseholder from persons who made a habit, not only in this State but others, of going round as professional jumpers and obtaining mines in that way without any legitimate desire of working the leases.

MR. TAYLOR: For a good while he knocked about the field referred to, and had never yet seen a person make application for forfeiture of a lease to unduly harass the leaseholder, amd he challenged the member for Hannans (Mr. Bath) to say where he had seen it.

MR. BATH had known and seen it done at Hannans.

MR. TAYLOR challenged the hon. member to say where he had seen it done. The hon. member had said his own mates had done it.

MR. BATH: What he said was that his own mates had had leases, and those leases had been jumped.

MR. TAYLOR repeated that he had never seen it done. Years ago he was through the part the hon. member had been in, and in his opinion there must have been a better class of miners then than at present. There was no room for such men among the early diggers.

MR. BATH: It had been a professional trade in all diggings in Australia.

Mr. TAYLOR: It was a profession which followed the large influx of people, and it was not engaged in by genuine prospectors. There were places six or seven years old in which one could not find that a case of jumping had occurred.

Mr. REID: The clause would be supported by him as it stood. We had professional jumpers all over Australia, including Western Australia, who went about the country looking for an opportunity of jumping a lease which had been, or was being, worked by the honest and honourable miner. The member for Mount Margaret (Mr. Taylor) asked for instances. In his (Mr. Reid's) own electorate there had been instances within the last two months. He had had to approach the Minister for Mines on behalf of men in his electorate whom he had known for the last 18 years, and who were working leases at the present time in the Mount Burges electorate. Even since the present session of Parliament commenced he had had to appeal to the Minister on behalf of people working in his electorate. In one instance two men were working 12 acres of land at Burbanks, and one of the six acres was jumped, and until the whole statement was laid before the Minister the hon. gentleman inflicted a fine on the two men who held the lease. If those two men who jumped the claim had been compelled to pay down £10 before the application was heard, there would have been no such thing as a jumping of the claim, because those men only did this for the purpose of harassing the men who had been working this mine with profit to themselves and to the community for the last two years. That lease was originally held by an English company, it was abandoned, and was taken up by the present lessees, who had worked it successfully. Only last week he had appealed to the Minister on behalf of two other miners working alluvial ground in the Mt. Burges electorate. The ground had been lying vacant for years until those men demonstrated its value; and the usual jumpers, seeing that the men had to carry alluvial in bags for upwards of a mile for treatment, endeavoured to jump the ground; and the miners were now appealing for the return of the fine inflicted. The £10 deposit would prevent such cases. The member for Mt. Margaret demanded a case in point, and two had been given him.

Mr. Taylor: Yes; but one referred to alluvial workings.

The Minister: To alluvial leases.

Amendment put and negatived.

The MINISTER FOR MINES moved that the words "or in his absence the registrar" be inserted after "warden," in line 3.

Amendment passed, and the clause as amended agreed to.

Clauses 100 to 102—agreed to.

Clause 103—Warden to report to Minister:

Mr. HASTIE: Should not the warden have power to give damages against an applicant, in a vexatious case, in addition to merely forfeiting the deposit?

The MINISTER FOR MINES: The hon. member might see him privately. He now moved that the words "and the Minister may, before acting on any recommendation, require the warden to take farther evidence or re-hear the application," be added to the clause. If after an application for forfeiture such fresh evidence was brought before the Minister as made him think that the case should be re-heard, he should have absolute power to refer the case to the warden so that the evidence might be taken.

Amendment passed, and the clause as amended agreed to.

Clause 104—Proceedings by the Governor thereon:

The MINISTER FOR MINES moved that the word "thereupon," in line 1, be struck out. This would accord with the addition to Clause 103.

Amendment passed, and the clause as amended agreed to.

Clause 105—Procedure in case of forfeiture:

The MINISTER FOR MINES moved that the word "mining" be inserted after "any," in line 2.

Amendment passed, and the clause as amended agreed to.

Clause 106—Notice to be published:

The MINISTER FOR MINES: An addition was necessary, similar to that made in Clause 98, so as to give power to send intimation by telegram. He moved

that the following be added to the clause:—

Provided that by direction of the Minister the notice as published in the *Government Gazette* may be communicated by telegraph to the warden, and in such case the telegraph message posted up in the office of the warden shall be equivalent to the posting up of the page of the *Government Gazette* containing such notice.

Amendment passed, and the clause as amended agreed to.

Clause 107—Exemption in case of strikes:

THE MINISTER FOR MINES moved as an amendment,—

That the word "Minister," in line 3, be struck out, and "warden" inserted in lieu.

A member had given notice of an amendment to strike out "general" before "strike." To that the Government could not agree. An exemption would be allowed only in case of a general strike.

MR. JOHNSON: There could not be a strike in this State.

THE MINISTER FOR MINES: There ought not to be; but there was one a little while ago. Suppose the men on one mine struck work, that would not be a general strike. If a few men working on a property threw down their tools and said they would not work any longer, it should not be an excuse for getting exemption. The clause was copied from the New Zealand Act, and also appeared in the Tasmanian Act, where the word "Commissioner" appeared instead of "Minister." This was a question upon which politics should not come in at all.

MR. TAYLOR: The Minister retained a veto.

THE MINISTER FOR MINES: Yes; in the case of forfeiture. It should be a question for the warden to say whether a general strike was on.

MR. BATH: The Minister had not made any provision for a lockout.

THE CHAIRMAN: The hon. member was out of order.

MR. REID: The clause would be better with the word "Minister" in. A warden was more easily influenced than a Minister. At the same time he preferred that the clause should be struck out because it was not required. The Arbitration Act prevented a general strike taking place, but if that Act lapsed it would be inflicting a great wrong upon the workers of the country to retain the clause and place the men under the complete control of the mine owner.

THE CHAIRMAN: The hon. member could not discuss the striking out of the clause.

MR. REID: The warden would on all occasions be more susceptible to local influences than a Minister.

Amendment passed.

MR. JOHNSON moved as a farther amendment,

That the words "in open court" be inserted after "warden."

This would get over the difficulty where managers endeavoured to construe a lockout into a strike. The men could prove in open court whether it was a lockout or a strike. If a manager had not sufficient capital to pay the ruling rate of wage to his men on any one day, and if the men would not take a lower rate the manager would say, "Take it or I will close down the mine."

The MINISTER: That was a lockout.

MR. JOHNSON: That was so, but in many instances strikes were caused in this way.

THE MINISTER FOR MINES accepted the amendment.

MR. HASTIE: The clause could be very much improved. There were many districts in which arbitration awards did not apply. Mines might desire to reduce the ruling rate of wage, and if the men did not accept the reduction the managers claimed that the men went on strike.

THE MINISTER: Was that not a lock-out?

MR. HASTIE: No; it was a strike. People looking at it from one side would say it was a lock-out, but on the other hand the others would claim it as a strike. Cases had occurred on the goldfields where a warden had said that, if the ruling rate of wages was not given and the men stopped work, he would refuse to call it a strike and to declare that the labour conditions could not be carried out. Under this clause, however, the warden had no power to do so. He should have more power, and should be able to see that the ruling rate of wage in a district was not broken. The Minister should look into the clause.

Amendment passed.

MR. EWING moved that in line 4 the word "general" be struck out. There

might be a dispute on one mine but it would not be a general strike. The owners should have some protection.

THE MINISTER FOR MINES: The amendment was not necessary.

Amendment withdrawn, and the clause as previously amended agreed to.

Clauses 108 to 110—agreed to.

Clause 111—Power to resume for residential purposes:

THE MINISTER FOR MINES moved that in Subclause (*a*) the words "ore seam" be struck out, and that "or ore reduction works on the area of such lease or leases" be inserted in lieu. We did not want cases to occur such as had happened in the past. Areas had been required by the Government for residential purposes, and although the areas were not required for mining purposes, every effort was made to recover large sums of money or the fee simple of land from the Government for the surrender of the areas.

Amendment passed.

MR. EWING: On the second reading the Minister stated that it was not intended that the clause should apply to coal-mining, but that the clause had reference to the Kalgoorlie district.

THE MINISTER FOR MINES: There must be a clause applying to coal-mining leases.

MR. EWING: That was so, but the present clause was not suitable for coal mining. He moved as an amendment:—

That the following be inserted as Subclause 3: "Nothing in this section shall apply to coal-mining leases."

THE MINISTER FOR MINES accepted the amendment. On the recommittal, he would move to insert a clause following this one, giving the Government power to resume land on coal-mining leases, describing the area exactly. It was absurd to think of the enormous areas held at Collie by the lessees of coal mines, although knowing that a large portion of these areas was urgently required for settlement purposes, the Government could do nothing on these areas. Care should be taken not to harass the lessees but to give them every facility for carrying on their operations; yet it was not necessary to have the large surplus areas which they held. On recommittal he would bring forward a new clause giving power to resume surface areas where required. A report by the State Mining Engineer or Government Geologist would be required showing that the surface was not necessary for coal-mining purposes.

Amendment passed, and the clause as amended agreed to.

Clause 112—agreed to.

Clause 113 — Surrender of mining lease:

MR. WALLACE: Why was the consent of the Governor necessary for the surrender of a lease?

THE MINISTER FOR MINES: The surrender of a lease had to be passed by the Executive Council, so that the responsibility of the lessee should end.

MR. WALLACE: Could not the lessee abandon the lease?

THE MINISTER FOR MINES: A person might surrender a gold-mining lease for the purpose of taking up a water right or taking up an area different from that originally surveyed; that was why the consent of the Governor was necessary.

Clause passed.

Clause 114—A lessee need not hold a mining license:

MR. WALLACE moved as an amendment,

That the clause be struck out.

If it was necessary for one class of miner to hold a miner's right while another class of miner need not, it should be made obligatory on an applicant for a lease to hold a miner's right.

THE MINISTER: It would be better to move to strike out the word "shall."

MR. WALLACE: The Chairman (Mr. Harper), he understood, had ruled that a whole clause could not be struck out. If the present Chairman ruled that, he (Mr. Wallace) would move to strike out the word "not."

THE MINISTER: That would be better for the hon. member, because it would make the clause read that "it shall be necessary."

MR. WALLACE: If the Chairman ruled that the whole clause could be struck out, it would be well to move that.

THE CHAIRMAN: It had not been ruled that a member could not move to strike out a clause, but that it could only be put in another form.

MR. TAYLOR: As he understood, the ruling was that one could not move to strike out a clause.

THE MINISTER FOR MINES: The object of the hon. member (Mr. Wallace) was to make it necessary for any holder of a lease to be the holder of a miner's right. If we struck out the word "not," the clause would read "shall be necessary," which would make it obligatory for a holder to have a miner's right. He (the Minister) would oppose that, for it was impossible to expect any holder of a lease to be bound to take out a miner's right. If the whole clause were struck out, there would be nothing to say that the holder of a mining lease should be the holder of a miner's right.

MR. WALLACE: It was absurd that the conditions of Clause 114 should be upheld by the Minister whilst power was given in Clause 288 to impose a fine on a man, not being the owner of a miner's right, found to be engaged in mining on Crown land. A holder of a lease should be a miner, and if one could hold a lease without a miner's right, what would be the use of enforcing a penalty under Clause 288? Either the one or the other clause should come out, and holding the opinion he did that every miner should be the holder of a miner's right, it was for him to urge the deletion of either the whole of Clause 114 or the word "not." In order to meet the wishes of the Minister, he moved as an amendment—

That the word "not," in line 1, be struck out.

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

Ayes	...	...	6
Noes	...	...	13
Majority against		...	7

AYES.	NOES.
Mr. Bath	Mr. Atkins
Mr. Hastie	Mr. Burges
Mr. Johnson	Mr. Diamond
Mr. Reid	Mr. Ewing
Mr. Taylor	Mr. Ferguson
Mr. Wallace (*Teller*).	Mr. Gardiner
	Mr. Gregory
	Mr. Hayward
	Mr. Hopkins
	Mr. James
	Mr. Piesse
	Mr. Rason
	Mr. Higham (*Teller*).

Amendment thus negatived, and the clause passed.

Progress reported, and leave given to sit again.

ADJOURNMENT.

THE PREMIER moved that the House at its rising do adjourn until half-past seven o'clock p.m. the next day, to enable members to attend the Guildford Show.

Question passed.

The House adjourned accordingly at 11·18 o'clock, until the next evening.

Legislative Assembly,

Wednesday, 21st October, 1903.

The SPEAKER took the Chair at 7·30 o'clock, p.m.

PRAYERS.

PAPERS PRESENTED.

By the MINISTER FOR WORKS: By-laws of Broad Arrow District Roads Board. Plan of Stock Routes from Fitzroy to DeGrey River, moved for by Mr. Pigott.

Ordered, to lie on the table.

ASSENT TO BILL.

Message from the Governor received and read, assenting to the Bread Bill.

QUESTION—RAILWAY CLERKS, OVERTIME.

MR. MORAN asked the Minister for Railways: 1, Whether he is aware that several clerks in the Railway Storekeeper's Department Branch at North Fremantle have been on overtime since last March, at the rate of three hours per night. 2, What remuneration they receive for this overtime. 3, Upon whose instructions this overtime was commenced.