any railway reserve, or under land resumed for railway or tramway purposes, to mine under such reserve or resumed land without giving at least fourteen days' previous notice in writing to the Minister.

The Minister may impose upon such owner, lessee, or occupier such terms, if any, as the Minister thinks necessary for the public safety, and in that case such mining shall only be carried on in accordance with those terms.

A condition for the observance of this section by the lessee of every existing and future mining lease shall be deemed to be contained therein. The Governor, if he shall think fit, may, at the request and cost of any such lessee, owner, or occupier, cause or require the deviation of any railway or tramway so far as may be necessary for the working of any lode or reef.

MR. GREGORY: If a railway were taken over a lease already granted, the lessee could be made to pay for any damage?

THE MINISTER OF MINES: No; what the clause provided was that before a lessee could mine under a railway he must give notice to the Minister.

MR. MORAN: And the Minister could impose conditions?

THE MINISTER OF MINES: Yes; in order to ensure public safety. There would be railways and tramways all around Kalgoorlie, and if care were not taken, there might be a terrible accident. The Chamber of Mines at Kalgoorlie knew what the clause provided.

MR. MORAN: This was rather too important a clause to be introduced without notice. Four-fifths of the leases at Kalgoorlie would be affected, and tramways and railways were subsidiary to the gold-mining industry.

On motion by MR. ILLINGWORTH, progress reported and leave given to sit again.

HEALTH ACT AMENDMENT BILL.

IN COMMITTEE.

Consideration resumed from 16th October, at Clause 16; Mr. Moorhead having moved to strike out paragraph 1.

Clause 16—Closing public buildings:

MR. MORAN: The mover of the amendment did not intend to insist on his proposal.

Amendment put and negatived, and the clause passed.

Clauses 17 to 23, inclusive—agreed to.

Title—agreed to.

Bill reported with an amendment, and the report adopted.

ADJOURNMENT.

The House adjourned at 10·45 o'clock until the next Monday evening.

Legislative Assembly,

Monday, 26th November, 1900.

Question: Subiaco Industrial School—Privilege: Contracting with Government; position of a Member—Papers ordered: Railway Survey, Newcastle to Bejoording—Land Drainage Bill, third reading—Health Act Amendment Bill, Recommittal, reported—Kalgoorlie Roads Board Tramways Bill, Postponement—Hampton Plains Railway Bill (*private*), third reading—Bills of Sale Amendment Bill, second reading, in Committee, progress—Perth Electric Tramways Lighting and Power Bill (private), in Committee, reported—Goldfields Act Amendment Bill, in Committee, Clause 51 to end—Adjournment.

THE SPEAKER took the chair at 7·30 o'clock, p.m.

PRAYERS.

QUESTION—SUBIACO INDUSTRIAL SCHOOL.

MR. WILSON asked the Premier: 1, Whether the Government or Colonial Secretary has received any complaints of overcrowding in the Industrial School at Subiaco. 2, Whether the Government or Colonial Secretary has received any intimation from the Committee of Management or the officials in charge, as to the urgent necessity for a proper classification. 3, If so, what steps if any have been taken in connection with these matters.

THE PREMIER replied:—1, Yes, on two occasions: the first time twelve months ago, when it was attended to, and again on the 5th of this month. There are now in the girls' dormitory three spare beds, and in the boys' dormitory one. As the department has no control over the sending in of cases, this is likely

to occasionally occur. Transfer to other institutions takes place as often as possible. 2, Yes. 3, No steps have as yet been taken, because considerable additions to the buildings would first be necessary, but the matter is receiving attention.

PRIVILEGE—CONTRACTING WITH GOVERNMENT.

POSITION OF A MEMBER.

MR. VOSPER (North-East Coolgardie): I desire to direct the attention of the House to a question of privilege. A goldfields newspaper, very well known to hon. members, called the *Kalgoorlie Sun*, has published a statement to the effect that the member for West Kimberley, Mr. Alexander Forrest, has become a Government contractor. If that statement is not true, it should be contradicted at the earliest possible opportunity; and I rise mainly for the purpose of allowing the hon. member an opportunity of giving that statement an emphatic contradiction. If, on the other hand, the statement be true, we shall find out what steps the hon. member proposes to take. The facts as stated are that a person named Ladbury tendered for the supply of certain meat to the Coolgardie Hospital and to other institutions receiving Government support. Ladbury, it appears, was the successful tenderer. This man, it appears also, is not a butcher: he possesses no land, slaughter yards, apparatus for butchering, or butcher's shop; but he happens to be also a bookkeeper in the employ of Fox and Holmes, butchers at Coolgardie. That looks harmless enough; but when we turn up the register of firms we find that the names of the partners in the firm of Fox and Holmes, registered on June 21st, 1898, were:—Alexander Forrest, I. S. Emanuel, S. H. Emanuel, Peter J. Fox, and Thomas William Butcher. Of these persons, Peter J. Fox has since retired, but Mr. Alexander Forrest remains in the firm till the present moment. In matters of this sort, the Constitution Act is very clear and explicit. It not only lays down that no member of Parliament shall be a contractor with the Government, even for a trivial amount, but such member is also prohibited from allowing any person to take such contract for him; and as Ladbury happens to be an employee of this firm in which Mr. Forrest is a partner, it becomes a question for the House to investigate whether this is not an indirect means of securing profit to the firm of Fox and Holmes. I need not read the clauses of the Constitution Act which lay down the law in this matter, because I think the principle at stake is familiar to hon. members; but I wish it to be clearly understood I am raising this as a matter of constitutional principle only, and not with the intention of injuring anyone, or of giving offence; because I think if Mr. Forrest is not in any way interested, then if he can inform the House of that, and can state that he is making no profit direct or indirect from this contract, we shall be very happy to receive that assurance. On the other hand, if that assurance cannot be given, I think it is a matter which should properly come under the purview of this Chamber. I therefore leave the question in the hands of the House.

MR. A. FORREST (West Kimberley): I am sure we must be much obliged to the member for North-East Coolgardie for the pains he has taken to bring this important matter before Parliament. The thanks of the community must be due to him when he says his information comes from the *Sun* newspaper, which I am sorry to say is conducted by two gentlemen, Messrs. Mahon and Smith, whom the Government allow to remain justices of the peace, although they are now committed for trial on a very serious charge. The whole conduct of the *Sun* newspaper is such that the Government should take steps to remove these gentlemen from the bench, or otherwise the Government will find all the other justices resigning their commission. This, however, is by the way. I can say that I have been, and I am, a partner in the firm of Fox and Holmes, who conduct a business at Coolgardie, Kalgoorlie, and all over the goldfields; but I know nothing of Ladbury or his contract with the hospital, and members of the firm will receive no profit from the contract. The matter is insignificant. Certain public contracts are advertised, and individuals tender; but every one connected with the firm, even the clerks in the office, know that we are not allowed to tender. Instructions are given to every branch

that no contract, direct or indirect, shall be taken so long as I am a member of the firm; and if a clerk in the office is the contractor, all profits that appertain to the contract, although the firm of Fox and Holmes supply the contractor, go to the individual and not to us. If the fact that members of Parliament are interested in some business which may be scattered far and wide is to give rise to motions for the adjournment of the House, then I appeal to the member for the Canning (Mr. Wilson), who is a broad-minded man, as to whether the principle can be carried out. Both that hon. member and myself are interested in the timber business, and if the view of the member for North-East Coolgardie (Mr. Vosper) be correct, then we cannot hold our seats one minute if any firm with which we happen to be connected sells a pound's worth of timber to the Government. To bring forward such a motion without offering a reason——

MR. VOSPER: I have stated my reason for submitting the motion.

MR. A. FORREST: Because I happen to be a somewhat prominent man, the hon. member brings this motion forward, at the instigation of the *Sun* newspaper.

MR. VOSPER: No.

MR. A. FORREST: I would like to say more than was said the other night by the member for York (Mr. Monger) in regard to these newspapers; and it behoves the Government, before twenty-four hours are over, to erase the names of Messrs. Mahon and Smith from the commission of the peace, an erasure that ought to have been made long ago. Let any member read the two columns in the *Sun* newspaper in which, in connection with this small business, the Premier, his Ministry, and myself are condemned.

MR. VOSPER: I will read the article to the hon. member, if he likes.

MR. A. FORREST: You can read it to the other hon. members, and when they have heard it, I will ask them whether Messrs. Mahon and Smith are fit to sit on the bench. The *Sun* newspaper says that I am not a fit and proper person to be in the House, and that neither the Premier nor the Ministry are fit and proper persons to be here. The member for York and other hon. members are held up to public ridicule, and yet Messrs. Mahon and Smith sit on the bench every day while they are under commitment for trial. The member for North-East Coolgardie (Mr. Vosper), whom I have always held in the highest respect, has thought fit to bring this small matter before the House; but I defy him to connect me in any way with the contract.

THE SPEAKER: This discussion has been somewhat irregular, because even if the hon. member for West Kimberley has been guilty of a breach of the Constitution Act, this is not the tribunal to decide the question. That is a question which must be decided by the Supreme Court of the colony.

Discussion ruled out of order.

PAPERS—RAILWAY SURVEY.

On the motion of MR. QUINLAN, ordered that all papers relating to the survey of the proposed line of railway from Newcastle to Bejoording be laid on the table.

LAND DRAINAGE BILL.

Read a third time, and transmitted to the Legislative Council.

HEALTH ACT AMENDMENT BILL.

RECOMMITTAL.

On motion by MR. QUINLAN, Bill recommitted for striking out Clause 18.

MR. QUINLAN moved that Clause 18 be struck out. He was urged to move this amendment by the City Council of Perth, who were the local health authority, because it was felt that if the clause became law, it would mean that to discharge any urine or offensive liquid matter into the river would be an infringement of the Act, and thereby punishable. He appealed to the common sense of hon. members as to whether it was not better that this liquid should run into the river than remain in the back yards of premises throughout the city. It might be admitted there was a slight danger in running this liquid into the Swan, but there was a great deal more danger in retaining it about the city premises. It was to be regretted septic tanks were not provided; and in the absence of these, he asked, where could this liquid be conveyed but to the river? Everybody knew the danger arising from the so-called "dry wells"; and if any better means of disposing of the matter other

than running it into the river could be shown, he would be glad to withdraw the amendment. He could not understand why this clause was proposed by the Central Board of Health.

MR. A. FORREST supported the striking out, because he regarded the clause as impracticable. The Bill was passed through Committee the other night when city councillors and other members of Parliament interested were not present; and while it was all very well for the Central Board of Health to submit such a provision, if the clause were insisted on, the Attorney General might be asked what were the city people to do with such refuse? The member for North Murchison (Mr. Moorhead), who was the City Solicitor, would no doubt tell hon. members that if the clause were passed the Government would have to take the matter in hand, because the local board of health could do nothing.

THE ATTORNEY GENERAL: Before Barrack street was recently wood-blocked, hon. members would remember the sickening stench that day after day arose, owing to the fact that people were allowed to run this offensive liquid into the streets; and if the City Council could not rise to the occasion and devise other means of getting rid of the nuisance, that was no reason why the river should be polluted.

MR. A. FORREST: A tidal river.

THE ATTORNEY GENERAL: It did not matter whether the river had a tide of 40ft. At the foot of Barrack street there was a bathing establishment, and in the same vicinity the Municipal Council wanted to have this river polluted with filthy matter. If this were continued, the bathing establishment would have to be shut up. If one went down to the river of an evening when the tide was out, there was a nasty smell, and the water was getting a filthy colour. If this were continued for another 18 months or two years, we should have a state of affairs similar to the evil-smelling Yarra. In Melbourne the people neglected their duty, and now after Melbourne had been deep-drained, it would take 20 years before the river became decently healthy to row upon. This filthy matter would have to be conveyed by some underground means of deep drainage, or some other scheme. The Swan River was for the benefit of the community, and we should protect the health of the community. It was not right that we should be asked to make a common sewer of the river.

MR. SOLOMON: What did the Government propose to do in regard to the shipping at Fremantle, which was increasing every day. If the clause remained in the Bill, Fremantle would be affected as well as Perth; therefore he would support the amendment for striking out the clause. We should not amend the clause until the Government were in a position to do something for the benefit of the whole community.

MR. MOORHEAD: As one who had had the administration of the Health Act under his cognisance for the past nine months in this city, he might say that if the Bill were passed in its present form it would mean the sticking up of the entire sanitary arrangements of Perth. The City Council were obliged, owing to the fact that cesspits and cesspools were not allowed on premises in the city, to remove the liquid from persons' premises, and that could only be done in the ordinary course, there being no means of putting it into sewers; and the City Council were simply following the practice of the Government by running the liquid into the river. The Government were allowing drainage to run into the Claisebrook drain, which discharged into the river. Not alone did the urine from Government House go into the drain, but the fœcal matter. If this clause were passed, the council not having made arrangements for deep drainage, could be prosecuted for allowing the liquid to run into the river, and probably the Government could be prosecuted also. Deep drainage could not be carried out in a month or six months; therefore there must be some means found for getting rid of this matter; and the only outlet for Perth was the tidal river. There was a tide of over a foot, and that would remove the effects of any urine running into it. As long as fœcal matter was prevented, no harm could be done to the river. If this clause were passed it would force the City Council into being a law-breaker. There must be a deep-drainage scheme, which could not be carried out in a day, a week, or six months; and we knew that a scheme had been under the

consideration of the Government for ten months, yet nothing had been done. It was an open question whether according to the original Act the Central Board of Health could prevent urine being run into the river, and the City Council had been advised that it could not prevent that. The Central Board of Health wrote to the City Council objecting to the discharge of urine into the sewers, but when the City Council asked the Central Board of Health what remedy that body proposed, it led to the inevitable silence when a poser was put to any party. Now the Central Board of Health asked that this clause, which was impracticable, should be passed. There was no means of getting rid of the liquid matter. If the clause were passed, it would apply to the steamers plying up and down the river, because there were conveniences on boats, and the "skipper" of a boat or the owner would be liable to be prosecuted every time a passenger used one of these conveniences. In the absence of the deep-sewerage scheme promised to the city of Perth by the Government, there were no means of coping with the difficulty beyond what the City Council were doing at the present time.

MR. GEORGE: Nothing could be done by the City Council without a deep drainage scheme. If the City Council attempted to cart the liquid away, it would require an army of horses and carts and men to deal with the work. As an old city councillor he knew the trouble with the restaurants of the city. There were something like 100 or 120 loads of rubbish from the city of Perth alone every day, and the rubbish put into the carts was nothing to be compared with the liquid which was carted away. Before we passed such a drastic measure as this there must be some remedy ready. If a deep sewerage scheme for the city of Perth was agreed upon now it would take five or six years to carry it out, and during that time what could the city of Perth do? The Government were trying to force a law on the community which the community would be bound to break almost every minute. Whatever fault could be found with the City Council, as far as the health of the city was concerned, they had done their level best under a lot of difficulties. He would support the member for Toodyay.

MR. JAMES: The Attorney General was correct. The clause as now drafted was demanded in the best interests, not only of Perth, but of other parts of the colony. Members apparently overlooked the fact that there were other places in the colony besides Perth and Fremantle, and steps should be taken to prevent these other places from creating the abuses which now existed in Perth and Fremantle. No one had said that the present practice was a desirable one. We need not go to the extreme suggested by the member for North Murchison (Mr. Moorhead). There was no fear if the Act was amended, of its operating in the way suggested. Section 177 of the principal Act provided that no filthy or offensive solid or partly solid matter whatsoever should be discharged into any drain, gutter, or water channel. The definition of a "drain," according to Section 3 of the Act was any drain of and used for the drainage of one building only, or premises within the same curtilage, and made merely for the purpose of communicating therefrom with a sewer. Therefore Section 177 was to prevent individual householders using a drain in connection with his premises. There were places other than Perth where the Health Act was in force, and it was desirable to protect the health of the inhabitants of other places as well as to protect the pockets of the people of Perth. While we had a measure which would temporarily overcome the difficulty in Perth, there would never be a serious effort made to cope with a deep drainage. Apparently members recognised the position was undesirable, even in Perth, but it could not be avoided in Perth, because we had no deep drainage. Ratepayers said we need not worry about this temporary measure; that we could get rid of this most objectionable matter, and could therefore leave things for ten or fifteen years; but the result would be such as that referred to by the Attorney General in relation to the Yarra at Melbourne, which was so contaminated that it would not be decent again for many years. It would take a great deal of argument to convince him (Mr. James) that the rise and fall of the water in the river would be sufficient to take away this offensive matter. The amendment in the Bill

would be of benefit not only to Perth, but to the whole colony.

MR. ILLINGWORTH: This clause was intended to operate throughout the colony; but particularly in Perth and Fremantle. We had a large number of open drains. This clause would prevent the offensive matter from being sent into the open drains, even in Perth. On the goldfields, we had a large population, and there was no river question. It was necessary to get rid of this offensive matter, and how was the subject to be dealt with, unless the Central Board of Health had power to enforce regulations? If the clause were passed, the Health Board would probably not run amuck against everybody for every technical breach of the measure. But the clause gave power to enforce regulations which would prevent the offences referred to, and we might safely allow it to remain, notwithstanding the existence of difficulties. As to deep drainage, much consideration would be required before that principle could be applied even to Perth and Fremantle, and it could not be applied to the large centres on the goldfields for many years to come, if ever.

MR. WILSON: The definition of "drain" showed clearly that it did not refer to the sewers, but to the connection between the houses and the sewers. The liquid from urinals, dirty water, and offensive matter went through the drains which connected the houses with the sewer. We ought to strike out the clause.

MR. A. FORREST: And the Bill would be of no use.

MR. WILSON: Householders had to connect with sewers under the orders of the municipalities. Dry wells had been filled in, and many people would not go to the expense of connecting with the sewers. It was objectionable to have offensive water running into the river, if it could possibly be avoided. The Government ought to inaugurate a system of deep drainage, and four or five years ago funds were provided on the Estimates to start the work.

THE PREMIER: We had a lot now, £200,000.

A MEMBER: £140,000.

MR. WILSON: The money was appropriated, or reappropriated, for some other purposes.

THE PREMIER: People could not agree about the right thing to do.

MR. WILSON: Engineers were engaged on a survey of the city for a considerable time.

MR. MORAN: Eminent authorities disagreed.

MR. WILSON: Then the Premier should decide the matter.

THE PREMIER: How would the hon. member act regarding the plans?

MR. WILSON: There was an absence of agreement in relation to the plans of the Locomotive Workshops.

THE PREMIER: The City Council were afraid of the expense.

MR. WILSON: What expense?

THE PREMIER: The rating.

MR. WILSON: If a deep-drainage system were inaugurated, the cost to the ratepayers would not be any more than at present. This clause had better be struck out, or it would cause trouble. At the same time the City Council ought to take into serious and immediate consideration the establishment of filter beds at the head of the Claisebrook drain, or some system of clarifying or purifying what went into the river. That could be done at very small cost.

MR. MORAN: If this clause were put into operation it would cause disruption of the whole of the system in Perth, which we did not want; whilst on the other hand, if we passed the clause and did not take action, the clause would be a dead letter. It would be unwise in this, probably the last week of the present session, to interfere with a matter which he hoped would come before the electors next year, when the financial aspect of the deep-drainage question could be gone into, and the position of the Government finances would probably be better known. Parliament would then be able to calmly discuss the question, and we should have the deliberate opinion of the ratepayers. The power which this clause would give was too great and tyrannical to grant at present to a nominated board.

THE ATTORNEY GENERAL: This measure would apply to the whole of the colony, and if the hon. member (Mr. Moran) lived in Coolgardie or Kalgoorlie, and a person next-door kept depositing

this filthy matter every morning, how would the hon. member like it?

MR. MORAN: One would prosecute that person straight away.

THE ATTORNEY GENERAL: There was no power to stop a person from doing what was referred to, for such person could put this matter into a drain, and there it might stay, to the annoyance of all who passed by. The board would be composed of sensible people. Where urine was carried away greatly diluted with water it practically became almost inoffensive, but where it was discharged pure and simple, as some filthy people would discharge it, then the board ought to be able to exercise this power.

MR. MOORHEAD: What was alluded to would be a nuisance.

THE ATTORNEY GENERAL: The hon. member practically held a brief for the City Council in this matter; but we had the interests of the public to consider. This clause was not going to be used tyrannically, to injure anybody or any person, but would be in the hands of people responsible to Parliament for the manner in which they carried out the provisions of the measure. Therefore, in the interests of the whole community he urged the Committee to negative the amendment.

MR. QUINLAN: No good reason had been advanced for the retention of the clause. He would agree with the member for East Perth (Mr. James) if there were means of depositing the offensive matter elsewhere than in the river, which was to some extent polluted in the neighbourhood of Barrack Street and of East Perth. But one of the Judges had asked, if people were compelled to get rid of this offensive matter, where were they to put it? They could not carry it out to Wanneroo road or to Jericho, the river being the only receptacle. The day was not far distant when Perth must adopt deep drainage; and doubtless, as an hon. member (Mr. Wilson) had said, we were paying for the present system in interest and sinking fund a sum that would give us deep drainage; but that hon. member had omitted to notice the cost of collection, a most important item to any town adopting a deep-drainage system. Was Perth to carry the burden of a £250,000 loan? Section 177 of the Health Act provided against offensive solid matter being discharged into the river; and that must suffice. If the clause were passed, it must be enforced by the local or Central Board of Health. In the next Parliament necessary amendments could be made; but to adopt the provision in the present Bill would be an absolute farce, and he hoped the Committee would realise the importance of his amendment, and agree to it without further debate.

MR. PIESSE supported the amendment. Unless something better than the present system could be suggested, it would be well to let that continue.

MR. JAMES: What about places other than the Perth municipality?

MR. PIESSE: East Perth and the newer parts of the city were now in the same condition as Perth had been 40 or 50 years ago. Consider the effect of the passing of the clause on the Perth Railway Station, where there was great difficulty in dealing with liquid sewage, this being discharged into a drain running through the station yard into Claisebrook. To interfere with this method would involve endless expense. The system had been introduced during the past eight or ten years, and had been perfected in its way. The drains in question were not sewers: they carried off the superfluous street water, and the liquid matter from the houses with which they were connected; and considering the large body of water in the river, the Swan was not polluted to the extent some hon. members maintained. Brisbane, with three times the population of Perth, had adopted the same system, with fairly satisfactory results; and no more expeditious and effective method could at present be devised. All were agreed that deep drainage must ultimately be introduced, but that matter had been considered for a long time without result, and sewage must for some time continue to be dealt with as at present.

Amendment (that the clause be struck out) put, and passed on the voices.

Bill reported with a further amendment, and the report adopted.

KALGOORLIE ROADS BOARD TRAMWAYS BILL.

POSTPONEMENT.

Order read, for third reading of the Bill.

THE COMMISSIONER OF RAILWAYS (Hon. B. C. Wood): For the purpose of inserting a new clause and making certain amendments, he desired that the Bill be recommitted. He would read the proposed amendments.

MR. MORAN said he also wished to insert a new clause.

MR. GREGORY: Notice of a new clause had been given by him also.

THE COMMISSIONER OF RAILWAYS: These amendments were simply consequential, and had for their object the protection of the people.

MR. ILLINGWORTH: Hon. members must see them in print.

THE COMMISSIONER OF RAILWAYS: The amendments were all in order, having been put before the law officers of the Crown; and none were of any consequence, their object being to consolidate the Bill, and to make it better for the contracting parties, especially for the Kalgoorlie Roads Board—the people most interested.

MR. ILLINGWORTH: A new clause had been put on the Notice Paper by an hon. member (Mr. Gregory), and the member for East Coolgardie (Mr. Moran) had signified his intention of moving another. It was no use proceeding with the Minister's amendments till hon. members had seen them in print.

THE PREMIER: Better put all proposed amendments on the Notice Paper. In the Government amendments, however, there was nothing objectionable.

THE COMMISSIONER OF RAILWAYS: In the circumstances, he moved that the order of the day be postponed till to-morrow.

Motion put and passed, and the order postponed.

HAMPTON PLAINS RAILWAY BILL (PRIVATE).

Read a third time, on motion by MR. MOORHEAD, and transmitted to the Legislative Council.

BILLS OF SALE AMENDMENT BILL.

SECOND READING.

MR. WILSON (Canning), in moving the second reading, said: This Bill will not require much consideration, as it merely provides that organs, bicycles, cash registers, billiard tables and accessories shall be exempted from the Bills of Sale Act of last year, which provided that all bills of sale are to be registered, and copies of the bills filed in the court. By the Act, sewing machines, which are largely sold on the time-payment system, are exempt; and as the articles I have just mentioned are also largely sold under that system, they should be brought within the operation of the Act. Bicycles, which are the main item in the Bill, are an important matter to those engaged in the trade, seeing that over 90 per cent. of the bicycles in Western Australia are sold on the time-payment system. If a bill of sale had to be registered for every machine sold, the trade would be cut down at least 25 or 50 per cent., and it would be a great hardship, because the purchasers would have to pay something like 30s. extra for the cost of registration. One firm alone assures me it would have cost them last year over £1,000 to have registered all the purchase contracts for bicycles, and that would have been a serious loss, not to the firm itself so much as to the individual purchasers. I therefore think there will be no objection to the Bill, seeing that sewing machines, pianos, and typewriters are already exempt.

MR. JAMES (East Perth): I support the second reading of the Bill with great pleasure. By Section 54 of the Act we exempt certain articles which are constantly purchased under hire agreement, and it is proposed by the Bill to exempt certain other articles which are constantly purchased under a similar system. By Section 54 of the Act, pianos are exempt, and it is now proposed to exempt organs; and I would extend the Bill and apply it to all musical instruments. I purpose in Committee to move that in addition to the exemptions embraced under Section 54, and those in the present Bill, agricultural implements be also exempt, so that when they are purchased under a hire agreement there may be no need to register.

Question put and passed.

Bill read a second time.

IN COMMITTEE.

Clause 1— agreed to.

Clause 2—Amendment of Section 54 of principal Act:

MR. PIESSE said he had intended to move the adjournment of the debate on

the second reading; but since the Bill had got into Committee, he moved that progress be reported, in order to give time to consider the effect of the clauses.

Motion put and passed.

Progress reported, and leave given to sit again.

PERTH ELECTRIC TRAMWAYS LIGHTING AND POWER BILL (PRIVATE).

IN COMMITTEE.

Clauses 1 to 3, inclusive—agreed to.

On motions by MR. JAMES, Clauses 4 to 11, inclusive, struck out.

Clause 13—Price of electricity to private consumers to be uniform:

MR. JAMES moved that the clause be struck out, there being a provision already in the Electric Lighting Act of 1892 dealing with these matters.

Motion put and passed, and the clause struck out.

Clause 14, on motion by Mr. JAMES, struck out.

Clause 15—agreed to.

Clause 16, on motion by Mr. JAMES, struck out.

Clause 17—Charges for the supply of electricity:

MR. JAMES: The price was regulated under the regulations of the Electric Lighting Act of 1892. He moved that in line 1 of sub-clause 1 the word "herein" be struck out.

Amendment put and passed.

MR. JAMES further moved that after "provided," in line 1 of sub-clause 1, the words "by section 7 of the Electric Lighting Act of 1892" be inserted.

Amendment put and passed.

MR. JAMES further moved that sub-clause 2 be struck out.

Amendment put and passed.

MR. WILSON moved that in line 1 of sub-clause 3, after "rent," the words "per annum" be inserted; also that in line 2 the word "on" be struck out and "of" inserted in lieu.

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

Clause 18—Incoming tenant not liable to pay arrears of electric rates, etc.:

MR. JAMES moved that the clause be struck out.

Motion put and passed, and the clause struck out.

Clause 19—agreed to.

Clauses 20 to 30, inclusive, on motion by Mr. JAMES, struck out.

Clause 31—agreed to.

Clause 32 — Power to compulsorily purchase works of the undertakers:

MR. JAMES moved that in line six, after "aforesaid," the words "but not including the goodwill" be inserted. The object was to make it clear that when notice of purchase was given nothing should be paid for the goodwill.

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

Clause 33—agreed to.

Clauses 34, 35, and 36, on motion by Mr. JAMES, struck out.

Clause 37—agreed to.

Clauses 38 and 39, on motion by Mr. JAMES, struck out.

Clauses 40 and 41—agreed to.

Clause 42, on motion by Mr. JAMES, struck out.

New Clause:

MR. JAMES moved that the following be inserted as Clause 4:—

(1.) The undertakers are granted a license to supply electricity for all or any of the purposes mentioned in "The Electric Lighting Act, 1892," within the limits of this Act.

(2.) Such license shall be deemed to have been granted by the local authority under and subject to the provisions of the said Act.

(3.) Subject to the said Act and the provisions of this Act the license shall be for the term of 21 years from the 1st of January, 1901.

The object of the clause was to provide that so far as electric light was concerned the company, if the citizens confirmed the concession, should be placed in exactly the same position as the Perth Gas Company supplying electric light.

Clause put and passed.

New Clause:

MR. JAMES moved that the following be added as Clause 5:—

(1.) The design and material of all poles, pillars, standards, and other erections in the public streets shall be first approved by the local authority.

(2.) No such pole, pillar, standard, or erection shall be erected in any street until so approved, nor in any part of a street in a position not first approved of by the Town Clerk, Surveyor, or other officer of the local authority.

(3.) Any breach of or neglect to perform any provision in this section contained shall be deemed an offence against "The Electric Lighting Act, 1892," and be punishable, on conviction, by a penalty not exceeding £5 for each day the breach or neglect continues.

This clause was additional to the provisions contained in the Electric Lighting Act of 1892.

Clause put and passed.

New Clause:

MR. JAMES moved that the following be added as Clause 16:—

This Act shall be incorporated with "The Electric Lighting Act, 1892," and the undertakers shall be deemed "undertakers" within the meaning of that Act.

Clause put and passed.

New Clause:

MR. JAMES moved that the following be added as Clause 17:—

If within one calendar month after the passing of this Act the local authority pass a resolution that the ratepayers of the municipality of Perth be consulted in reference to this Act, the following provisions shall apply:—

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

Such day shall be forthwith published in such manner as the local authority directs, and on such day a poll shall be taken of all ratepayers who are entitled to vote for the Mayor. In taking such poll, papers in the form in the schedule hereto shall be used, and all the provisions of the Municipal Institutions Act, 1895, with reference to the taking of the poll at and the conduct of the election of a Mayor, shall apply as nearly as may be. Every ratepayer who is in favour of the rights given by this Act being conferred upon the undertakers shall cross out the word "No" appearing on the ballot paper, and those against shall strike out the word "Yes."

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

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

This clause provided that there might be a referendum of the ratepayers. A resolution had to be passed by the City Council, and then had to be referred to the ratepayers. The poll would take place within two months, and the result certified. If the majority of the votes were against the Bill the measure would be void, but otherwise it would come into operation on the 1st March, 1901.

Clause put and passed.

New Clause:

Mr. JAMES moved that the following be added as Clause 18:—

If a majority of the votes recorded on the said poll are against the rights given by this Act being conferred upon the promoters, then this Act shall cease and be void, otherwise this Act shall come into operation on the 1st day of March, 1901.

Clause put and passed.

New Clause:

Mr. JAMES moved that the following be added as Clause 19:—

The costs and expenses of the local authority, of and incidental to the hearing before the Select Committee of the Legislative Assembly to whom the Bill was referred, shall be fixed by the Clerk of the said Assembly, and be paid by the promoters within one month from the passing thereof.

Clause put and passed.

New Clause:

MR. QUINLAN moved that the following be added as Clause 16:—

(1.) The undertakers shall pay to the local authority three pounds for every hundred pounds (and at that rate for any sum less than a hundred pounds) of the gross earnings derived from manufacturing or supplying electricity under the license hereby granted, and such payments shall be accepted by the local authority in lieu of all municipal rates which the local authority are or may be entitled to impose or levy on the land and buildings, poles, cables, or other works of the undertakers.

(2.) Such payments shall be calculated and paid quarterly on the last days of January, April, July, and October in every year.

(3.) The undertakers shall at all times have and maintain an office in Perth, where they shall keep all their books of account in connection with or relating to the supply of electricity under the said license, and the said books shall at all times fully disclose the receipts and expenditure of the undertakers in relation to such supply.

(4.) The said books of account shall at all reasonable times be open to the inspection of a person or persons appointed in writing by the local authority to inspect the same.

Up till about twelve months ago, the Gas Company got the better of the Municipal Council for many years, and they had only just for the first time paid

a rate for their mains. The proposal now made was very reasonable. This was a vast undertaking, and he hoped the enterprising company would reap a reasonable profit. Their business relationship with the Municipal Council had been all that could be desired.

MR. MOORHEAD: How were the Gas Company rated at the present?

MR. QUINLAN: By capital value of their mains. In this case, so far as the electric light was concerned, the rating would be on the capital value of poles and other things as provided in this clause, and that would be for the valuators to decide.

MR. GEORGE: What did the rating of the Gas Company bring in?

MR. QUINLAN: The company had been struck pretty hard. They had to pay about £500.

MR. GEORGE: How much for arrears?

MR. QUINLAN: The company escaped the arrears. Such a thing should not be allowed to occur again, and he asked that the reasonable provision now proposed should be embodied in the Bill.

MR. A. FORREST: The promoters of this undertaking should know exactly what they had to pay. During the last two years the Municipal Council of the City of Perth had been fighting the Gas Company and had had to go to arbitration. The Council had not received what they thought fair even from the arbitration, although £500 or £600 a year seemed a large amount to pay. The city valuators and other persons who knew a good deal said the company ought to pay about £1,200 or £1,500 a year. As to the proposal contained in this clause he thought three per cent. of the gross earnings was too much, and perhaps two per cent. would be sufficient. A company might be paying two per cent. of the gross earnings and making no profit; and if we received five or ten per cent. of the net profits, perhaps that would be nothing at all. The Gas Company had not always treated the Municipal Council of Perth in the best way possible, for although they had broken up the roads and the footpaths, they had never, since they started, paid a single sixpence of rates or taxes until they were forced into a corner by the Town Clerk, who discovered some portions of the Act whereby the company could be taxed. The Council had received from the company not quite £1,000, but they had done so through what he might call the bayonet. The arbitrators gave a verdict for £600 or £700 a year to be paid. The company wanted reductions and that point was being fought. We did not wish to have any more fighting of this sort, but we ought to have an arrangement in black and white. Some percentage should be fixed, whether the amount was three, two, or one per cent. In his opinion three per cent. would be too high.

MR. WILSON: Did the tramway people pay three per cent.?

MR. A. FORREST: The tramway people paid three per cent. on the gross. The amount in this case should be agreed upon, so as to avoid any necessity for arbitration.

MR. MOORHEAD: People were rated on the principle of occupation of the soil, and we were already taxing the electric company in relation to poles that had been erected; therefore if we passed this clause we should be taxing them over again. Two per cent. would be a sufficiently stiff amount. It was unfair to place this additional burden on the company's shoulders.

MR. GEORGE: Did the 3 per cent. already paid by the tramway company cover rates on the power house?

MR. A. FORREST: The 3 per cent. was the only rate at present paid.

MR. GEORGE: Then the percentage in respect of rates on electric lighting plants should be reduced to, say, one per cent.

MR. A. FORREST: The company had agreed to pay two per cent.

MR. GEORGE: The new buildings required would be small, and the rate should not be made oppressive.

MR. WILSON: The tramway company had fixed 3 per cent when tendering, having been obliged to state what percentage of gross earnings they would contribute in lieu of rates, and that was on a contract providing that after 35 years the whole of the plant and rolling-stock should revert to the State. In this Bill, however, there was no provision for such reversion, so the company could well afford to pay 3 per cent. in respect of lighting.

MR. MOORHEAD: But the company would, for lighting purposes, use the

same poles as were now used for tramways.

MR. WILSON: That strengthened his argument; for they would thus be in a good position to pay the extra rate.

MR. GEORGE: A man should not be penalised for extending his business.

MR. WILSON: When a man improved his property, his rates were increased.

MR. MOORHEAD: Was the value of a pole increased by putting an extra wire on it?

MR. WILSON: Not its intrinsic value, but its earning power was increased. Besides, the cables would, presumably, be carried into other streets, where new poles would be required. It would be a pity to disturb the rate voluntarily fixed by the various tramway companies.

THE PREMIER: This was an additional rate for lighting, and to make it $2\frac{1}{2}$ per cent. would mean a gross rate of $5\frac{1}{2}$ per cent.

MR. WILSON: No; it would mean a gross rate of 3 per cent. on the total earnings.

MR. A. FORREST: Better agree to 2 per cent.

MR. WILSON: In the Bill there was no provision for handing over the electric lighting system to the State. When the tramways were handed over, what about the electric light cables on the poles?

MR. MOORHEAD: The City Council would notify the company to remove such cables.

MR. WILSON: Then the company would have the right to erect fresh poles?

MR. MOORHEAD: Necessarily.

MR. WILSON: Then they would pay a fair percentage for the new poles.

MR. A. FORREST moved that in line 2, the word "three" be struck out and "two" inserted,

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

Schedule—agreed to.

Preamble and title--agreed to.

Bill reported with amendments, and the report adopted.

GOLDFIELDS ACT AMENDMENT BILL.

IN COMMITTEE.

Consideration resumed from 22nd November.

THE MINISTER OF MINES moved that Clause 51 be struck out, and the following inserted in lieu:

> It shall not be lawful for the owner, lessee, or occupier of any mine lying under any railway reserve, or under any land resumed for railway or tramway purposes, to mine under such reserve or resumed land without giving at least fourteen days' previous notice, in writing, to the Minister.
>
> The Minister may impose upon such owner, lessee, or occupier such terms, if any, as the Minister thinks necessary for the public safety, and in that case such mining shall only be carried on in accordance with those terms.
>
> A condition for the observance of this section by the lessee of every existing and future mining lease shall be deemed to be contained therein. The Governor, if he shall think fit, may at the request and cost of any such lessee, owner, or occupier, cause or require the deviation of any railway or tramway so far as may be necessary for the working of any lode or reef.

Clause 51 was much more stringent than other clauses. Under the present law the Railway Department resumed the surface only, and the lessee was merely responsible for any subsidence; but the new clause provided that no miner should mine under a railway without giving notice to the Minister, who, if he liked to take action, could impose such terms as he thought necessary for the public safety. The clause also provided that the Governor might cause a deviation at the request and cost of the lessee.

MR. MORAN: Were the Government not protected under the present Railway Act?

THE MINISTER OF MINES: The Government were protected so far that the lessee was responsible for damage for any subsidence, but what was the good of that if a number of people had been killed? The Kalgoorlie Chamber of Mines had seen this clause, which, in his opinion, would not interfere with mining in any way.

MR. MORAN accepted the word of the Minister that the Chamber of Mines at Kalgoorlie had agreed to the clause, though at the same time the Chamber only represented the bigger mines, while the hundred and one smaller mines were not represented at all. In his opinion there was sufficient power in the present law to meet the circumstances. There was no such provision, so far as he knew, in the Eastern colonies.

THE MINISTER OF MINES: It was likely the Governments in the Eastern colonies resumed to a certain depth, whereas in this colony only the surface was resumed.

MR. A. Y. HASSELL: This clause was absolutely necessary.

Clause put and passed.

New Clause:

THE MINISTER OF MINES moved that the following be added, to stand as Clause 46:

Sub-section 2 of Section 12 of the last mentioned Act (1898) is hereby repealed.

By Clause 53 it was provided that the *Gazette* notice of forfeiture of lease should be conclusive evidence of forfeiture, and that the Governor, for any cause he might deem sufficient, by a subsequent notice, might cancel any such notice of forfeiture and reinstate the lessee. This enabled the Governor, in case any mistake had been made, and a lease forfeited for non-payment of rent, though not non-fulfilment of the labour conditions, to reinstate the lessee. The section it was proposed to repeal provided that the warden could grant or refuse relief; and this section, in his opinion, should not have been in the Act, because the Governor alone was the lessor, and it was anomalous that the warden should have this power.

MR. GREGORY: Was the clause retrospective?

THE MINISTER OF MINES: As first drawn, the clause might have been considered retrospective, but words had been introduced to remove that objection.

Clause put and passed.

New Clause:

MR. VOSPER moved that the following be added as Clause 54:—

Notwithstanding anything contained in this Act or the principal Act, or any amendment thereof prior to the passing of this Act, any holder of a miner's right may enter upon, for the purpose of searching for and taking away alluvial gold, any lease which shall have been under exemption for one month or longer period prior to such entry.

A series of proposed new clauses stood in his name, the object of which was to allow the alluvial digger to go on those leases which were not being occupied by the lessee. It was well known that all round Kalgoorlie and Kanowna, and in the vicinity, there were a number of mining leases held under exemption, during which time the leases were closed to the digger. There were many men who were making a livelihood by dry-blowing on leases, and some time ago when the dispute occurred the companies sent their attorneys round to remove the dryblowers from the leases, to prevent their having any title to the ground. These men were working in a harmless way, turning the ground over and extracting gold from it for the benefit of themselves and the country at large. All through the country there were a large number of leases held under exemption for months past, almost years, and these leases were lying locked up, idle and unremunerative. The object of gold-mining legislation in this country was to extract the gold from the soil, and these men should be allowed to extract the gold from the leases which were not otherwise being occupied. If work was resumed on these leases the alluvial miners would have to leave, but if they found gold, they would work out the payable patch and then leave: there would be no permanency of title. Companies asked for exemption on the most flimsy pretext, to the detriment of the industry, and if by this means we prevented the locking up of these lands, it would be a benefit to the country at large. The lessees would not work the land, and they would not let the alluvial miners go on to try and find alluvial gold. It seemed hard that a number of men around Kalgoorlie who were "chasing the pennyweight," as it was called, could be sent away from the exempted leases. If an alluvial miner went on to one of these leases and struck payable gold, he should be allowed to remain on the lease so long as he liked; and if he did not find gold, on the resumption of work by the lessee he would be turned off the land. The Minister could make satisfactory regulations to protect the lessee, and it was not desired to interfere with the right or title of the lessee at all. The land should not be allowed to remain idle when a deserving class of men could pick up a livelihood upon it.

MR. MORAN: While in sympathy with the hon. member in desiring to do the best he could for the alluvial digger, it was difficult to see how this could be worked. He had exactly the same desire to protect the alluvial digger as the hon.

member: with that desire he started his political career, and with that he would finish it. It was a point for the Attorney General to say whether, on all the leases except those which were disfigured by the dual title, and they were very few, the alluvial digger could enter. The lease said that the lessee was entitled to all the gold "in, on, or under" the land: could Parliament destroy that title?

THE ATTORNEY GENERAL: Yes.

MR. MORAN: Had Parliament the power to do that?

THE ATTORNEY GENERAL: Parliament could do anything it liked.

MR. MORAN: Was it not a lease of the royal metals from Her Majesty, and would the Governor be justified in assenting to a Bill of this kind? If that were so we might just as well pass a Bill to-morrow to take the Great Boulder mine from the lessees.

THE ATTORNEY GENERAL: Parliament had power to do that: it was a question of policy.

MR. MORAN: There was just as much wrong done in taking one hundred ounces as to take a thousand ounces away. The clause would be absolutely unworkable. Supposing a lease were under exemption for two months, and Tom Jones and William Brown went on that lease and took up adjacent alluvial ground on a deep lead. The day before the exemption expired, Tom Jones bottomed on alluvial gold, but William Brown was two feet above. Because William Brown could not find payable alluvial gold within two inches on the day the exemption expired would he have to go off, or would he go off if he was asked to go? It would be unjust. When this terrible question was touched upon we bumped up against difficulties of every kind. It occurred to him that in many ways the old provisional lease was not a bad one. It was impossible in any part of the world to legislate satisfactorily so that the alluvial miner could have the alluvial gold and the leaseholder the reef gold. There was no such thing as a dual title in anything else except gold, because a title was given to different things on the same land, but in regard to gold mining a title was given to the alluvial gold to two parties. The lease said the lessee had all the gold, and yet the pennyweight was given to two people. He would like to support the alluvial digger, but he could not see that this clause would improve matters.

THE MINISTER OF MINES: If the lessee adopted a dog-in-the-manger policy and would not get the alluvial gold out, somebody else should be allowed to do so. The difficulty was, how were we to do that without having a conflict between the two interests? For his part he thought it was impossible. The only way was not to lease any alluvial land until the alluvial had been worked out, and that was being done at the present time. It was our duty to look at the point of view of the lessee in this matter. The lessees formed a large army of miners on our goldfields. Of about 3,000 gold-mining leases in the colony the majority were owned by prospectors, and those leases did not represent only 3,000 men, but probably 10,000. Under the gold-mining law the lessee was entitled to an exemption, and it was not right to say, "You are only to have a month's exemption, and after that month is up any miner may come in and dig out the claim where he likes." We ought not to give a right with one hand and take it away with the other; and if a lessee obtained exemption for three or six months when he was entitled to it, he should feel that the lease would not be interfered with during that period. Many cases rendered necessary the granting of an exemption. A lessee was sometimes put to a terrible strait in working his lease, and he must have assistance in certain cases, otherwise gold-mining would not be carried on in this country. A lessee was given the right to all the gold within the four corners of his lease, but if the clauses now proposed were adopted, there might be circumstances under which some of the gold would be taken away. This was retrospective legislation with a vengeance, and we had never done anything of the sort before. Section 36 of the Act was not retrospective, but only applied to leases granted after the passing of the Act. Western Australia would have to depend upon the gold-mining lessee for the advancement of the gold-mining industry. We had not enough alluvial here, so far as we knew at present, but we might find it in the future; and we would endeavour as far as possible not to lease any land where there was any chance

of alluvial being found. We ought not, simply because one case of the sort might exist, to make a law which would in any way affect the title of a lease. When once the title was issued, it ought to be absolute as long as the lessee fulfilled the conditions. Unless one could feel he possessed an absolute title to the lease and the gold in it, people would lose confidence in Parliament and in the country. Under these clauses, if passed, a miner would be able to come in and take out a claim after a month had expired, and if, at the termination of the period of exemption he had found payable gold, he would be entitled to go on mining; and he could peg out all along the line of reef.

MR. VOSPER: "Alluvial" was mentioned right through.

THE MINISTER OF MINES: That might be the intention, but Clause 57 said distinctly: "Provided that every holder of a claim retaining such claim after the expiry of any term of exemption shall be required to prove to the satisfaction of the warden the existence of payable gold in such claim."

MR. VOSPER: The clause said "alluvial," in the first line.

THE MINISTER OF MINES: That might be the intention, and it would be very easy to amend the clause, but the position was as he (the Minister) had pointed out. If payable gold had been found, the claimholder might continue to work it and peg out right on top of the lode. He might sink there, and obtain the ore, and if he could prove to the satisfaction of the warden at the expiration of the exemption that payable gold existed, he could go on working under these clauses in spite of anything the lessee might do. That, however, one believed was not the intention of the hon. member.

MR. VOSPER: It was not.

THE MINISTER OF MINES: Looking at the question from the general point of view, the proposal made would not solve the difficulty which hon. members seemed so anxious to have solved. If the army of prospectors who held gold-mining leases north of Broad Arrow, through Menzies and Niagara, and on to the Mount Margaret district, found that their leases were liable to be encroached upon after the leases had been under exemption for a month or longer, they would feel very little security; and to adopt such a clause as this would be very detrimental to the interests of the mining industry as a whole. We could not possibly make such conditions as these retrospective in their character. We might apply them in all fairness and right to leases granted in the future, though he was of opinion it would not be a good thing to apply them even in future cases. The motive of the hon. member was to do good by enabling men to obtain alluvial gold on leases where it existed; but the only way of accomplishing that was to force the lessee to take the gold out in some manner, if he possibly could, and we should not allow other people to go on the lease and get it out for him.

MR. GREGORY: The clauses moved by the hon. member for North-East Coolgardie were a strong protest against the long exemptions which were often granted to many of these mining companies. Many of the big disputes which arose in Kalgoorlie happened mainly on leases upon which no work had been done, except by the alluvial miner. The Minister had been very careful, and he should endeavour to prevent these long period exemptions from being granted. But for such long exemptions, such clauses as these would not be asked for. He (Mr. Gregory) was altogether against the dual title, and he would like the system of granting interim leases. If at the end of twelve months it was held that alluvial gold existed, the granting of a lease could be deferred for another twelve months. As he had said, he regarded these clauses as a strong protest against long exemptions. He knew a property at Menzies where no work had been done for the last twelve months.

THE MINISTER OF MINES: What leases were they?

MR. GREGORY: The Menzies United and the Menzies Gold Estates.

THE MINISTER OF MINES: Those companies had spent a lot of money.

MR. GREGORY: A large amount of money. One had spent about £14,000, and the other about £15,000 or £16,000.

THE PREMIER: Such companies must receive some consideration.

MR. GREGORY: Undoubtedly; but if alluvial gold were found on such leases,

surely no one could blame alluvial miners for rushing the ground; and many of the leases entered upon during the alluvial trouble at Kalgoorlie were of this kind.

THE PREMIER: The one month's exemption mentioned in the amendment was a very short term.

MR. GREGORY: But as much as twelve months' exemption had been given.

THE MINISTER OF MINES: Yes. Sometimes, when a company had been in liquidation, such exemption had been granted.

MR. GREGORY: There should be no exemption for more than six months. After that period the company should either work the ground or throw it up.

THE PREMIER: Companies very often recovered, and raised more capital.

MR. GREGORY: True; but these long exemptions should, when possible, be prevented. He could not support the clause, and would like to see the interim lease introduced—a much better system than that now in vogue.

THE PREMIER: The amendment was surely an unreasonable proposal, and that it had been discussed seriously was surprising. It provided that after a lessee had had one month's exemption, anyone could invade the lease, and, if gold were found, could stay there for ever. Recently, on the Patent Bill, in which the Government sought power not to renew a cyanide patent, the hon. member (Mr. Vosper) declaimed forcibly against injuring vested interests.

MR. VOSPER: The Government had sought to deprive the patentees even of a hearing in the Supreme Court.

THE PREMIER: Yet to-night the hon. member desired to give power to enter upon a lease granted by the Crown, and even to make such legislation retrospective! If there ever was an attempt to take away legal rights, this was a case in point. Who would invest money in a mining lease under such conditions? The hon. member could hardly be serious.

MR. VOSPER: The chances of passing the new clause did not look particularly rosy, but in future Parliaments they might be better. It was a pity that the alluvial men now working harmlessly on deserted mullock heaps which were under exemption, should be driven away when doing their best to extract gold from ground which would otherwise be neglected. The member for East Coolgardie (Mr. Moran) had made the most logical speech on the amendment, and was entitled to an answer. Regarding interfering with the lessee's title, the title of a gold-mining lease depended upon the payment of rent in two forms: one a cash payment of £1 per acre per annum, and the other a payment by the employment of labour, the latter being as much a condition of the granting of the lease as the former. [MR. MORAN: True.] When a lessee applied for exemption, he asked to be relieved of one of the conditions under which he held the lease.

MR. MORAN: But the exemption, if granted, was legal.

MR. VOSPER: Still, it was obtained as a favour from the lessor, the State; hence, without infringement of the title, the lessor, when granting such favour, was entitled to make terms and conditions.

MR. MORAN: But the amendment applied generally to every lease.

MR. VOSPER: By the last clause of which he had given notice, the Minister was empowered to make regulations, which could be framed so as to make the clauses apply in extreme cases only. The Committee need not be bound to one month or three months' exemption, but should strike at flagrant examples of successful applications for exemption after exemption. In the Broad Arrow district were leases and claims which had been lying idle for two or three years, owing to the exemptions or friendly jumpings. These clauses were a strong protest against the exemption curse. Regarding the hypothetical case instanced, where one alluvial man found gold at a depth, and another on the same lease had found nothing, it would be impossible to turn off the latter; but that difficulty would arise even now if there were a lease of land alongside an alluvial lead, and the alluvial were pursued as far as the boundaries and a shaft sunk there, which struck payable gold. If a lease were under exemption or idle, it would be occupied and worked in spite of the law; not because alluvial diggers were necessarily law-breakers, but because the knowledge that there was gold in idle land was an incentive to men to dig for it. As for the Minister of Mines, his speeches reminded one of eternity, being without beginning or end, and having no middle.

In the long diatribe the Minister delivered——

THE MINISTER OF MINES: Lasting ten minutes.

MR. VOSPER: There was not an argument worth controverting. One Minister had said the prospective effects of the proposal would be injurious, and another Minister had said the proposal was retrospective; although there was no allusion to the past, and the clause did not open itself to that meaning. The whole matter was left in the hands of the Minister, by virtue of the powers of the regulations. The Premier said that men would go on a lease and stay for ever; but the proposal was that they should only remain there while payable gold was found, and it might be certain they would not remain a moment longer. This clause would not be passed, but something would have to be done shortly by the Government in regard to exemptions, which were a curse and a nuisance. They were decreasing the output of gold, putting people out of employment, lowering wages, and working disaster and ruin to the goldfields communities; and the persons who got exemptions were not prospectors and *bona fide* miners who went before the court, but individuals who did the business direct with the Mines Department in Perth. A very pernicious law was passed a short time ago, making the Under Secretary in the Mines Department a warden with jurisdiction over every goldfield.

THE MINISTER OF MINES: Nonsense!

MR. VOSPER: Was it not a fact that the Under Secretary was a warden?

THE MINISTER OF MINES: But the hon. member said the Under Secretary was a warden for every goldfield.

MR. VOSPER: Persons could apply for protection areas and exemptions direct to the Mines Department, and frequently got them, and there was a great deal too much of button-holing the Under Secretary. In one Kalgoorlie case the other day, it was shown that no less than 23 protection orders had been granted since the issue of the lease in 1894, and it was a question how many exemption orders there were in addition. At Donnybrook, the new goldfield where there was every possible facility for mining, and the crushing had gone as high as 4oz. to the ton, it was a fact that on the very day the public battery was opened, applications for exemptions were granted for 293 acres.

THE MINISTER OF MINES: All belonged to one man.

MR. VOSPER: If the leases had belonged to small miners, the chances were the exemptions would not have been granted.

THE MINISTER OF MINES: If the leases did belong to small men, the latter would sell them to the big men.

MR. VOSPER: The big men could afford to buy, when they got exemptions; indeed, the small men were forced into the market because they could not get exemptions. He did not say there was a desire on the part of the department to discriminate between rich and poor, but the facts showed that the rich man could get the ear of the Minister, while the poor man, who was hundreds of miles away, could only get the ear of the warden.

THE MINISTER OF MINES: There were many more applications from poor men than from rich men.

MR. VOSPER: This question would be revived again and again, until something more satisfactory was done. Exemptions must be placed under rigid conditions, or the cry of the unemployed, which was the cry of the alluvial digger, would always be with us. He would not withdraw the proposed new clauses, because it was only right the feeling of the Committee on the matter should be known.

THE MINISTER OF MINES: The member for North-East Coolgardie had made a terrible attack, asserting that he (the Minister) granted exemptions in all sorts of cases where he had no right to grant them.

MR. VOSPER: That had not been said. What was said was that the Minister was "got at."

THE MINISTER OF MINES: If the hon. member, instead of making assertions, would cite cases, he (the Minister) was positive he could justify himself; perhaps not in the eyes of the hon. member, but in the eyes of the public generally; and members ought not to run away with the idea that exemptions were granted in an indiscriminate way. Because he (the Minister) thought fit to address himself for about ten minutes to defend-

ing his department, and the remarks did not altogether please the member for North-East Coolgardie, therefore that hon. member took exception, although the hon. member had been known to talk for three or four hours at a stretch. Exemption was not granted in an indiscriminate manner, and the exemptions were heard in open Court, when anybody could appear and object to them. The hon. member for North-East Coolgardie (Mr. Vosper) had referred to a lease at Donnybrook: exemption was granted in that case to encourage people to work, and in that case no man could work without capital. These lessees had not received any more exemption than others. In some cases lessees were granted indulgence from the head office, perhaps a fortnight's protection, but no more. If the hon. member had any particular case to which he wished to refer, he should call for papers. Exemptions were only granted in the most exceptional cases. The working prospector got more consideration than the lessee. Over and over again wardens recommended exemption because a man was a working miner who asked for exemption because he had no more money.

MR. KINGSMILL: The principle embodied in the new clause was repugnant to him, but he would vote for the clause as a protest against exemptions which were granted. The Minister said that exemptions were granted in a discriminate manner. Perhaps there might be too much discrimination. Could the Minister declare to the Committee that Section 25 of the Goldfields Act was carried out in every case? That section provided that no more than six months' exemption should be granted in any one year to any one mine.

THE MINISTER OF MINES: Claim.

MR. KINGSMILL: If the principle was good enough to apply to a claim, it was good enough to apply to a lease. Exemption was granted not to the working miner, but to the moribund company, which was not a right state of things to exist in any community. He felt reluctantly compelled to support the member for North-East Coolgardie, not because he (Mr. Kingsmill) liked the clause, but as a protest against the exemptions granted to moribund companies.

MR. MORAN: The hon. member had said that the clause was repugnant to him, yet he was going to vote for it. The clause was against the principle of mining: that was why it was repugnant. It was not necessary to bring forward a proposal like this because a member was opposed to exemption. If the hon. member wished to stop exemption being granted, why did he not bring forward a proposal that no owner or lessee should receive exemption for more than six months in any one year. The clause was untenable.

Clause put and negatived.

Title—agreed to.

Bill reported with amendments.

ADJOURNMENT.

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

Legislative Council,

Tuesday, 27th November, 1900.

Petition: Industrial Conciliation and Arbitration Bill—Papers presented—Question: North-West Steamer Traffic, Deck Cargo—Question: Collie Coal, Price raised—Motion: Rabbit Pest, Commission to inquire—Papers: Guano Deposits—Patent Acts Amendment Bill (all-night sitting), second reading debated; points of order, objections, motions (various), divisions; in Committee, motions (various), amendments, divisions; third reading at 8·45 a.m.—Land Drainage Bill, first reading—Health Act Amendment Bill, first reading—Hampton Plains Railway Bill (private), first reading—Adjournment.

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

PRAYERS.

PETITION — INDUSTRIAL CONCILIATION AND ARBITRATION BILL.

THE PRESIDENT formally presented a petition forwarded from the Amalgamated Workers' Association of Western Australia, relating to the Legislative Council's amendments in the Industrial Conciliation and Arbitration Bill.