MR. MORGANS (Coolgardie): I have much pleasure in supporting this measure. I was at variance with the hon. member for East Perth just now, but I have great pleasure in siding with him on this question. This Bill is required I am sure. So far as the general public on the goldfields are concerned, they are entirely in accord with the measure, and it will meet with their warm approbation if this Bill is put on the statute book. Therefore, I have much pleasure in supporting the second reading.

Question put and passed.

Bill read a second time.

IN COMMITTEE.

Clauses 1 and 2—agreed to.

Clause 3—Act not to apply to certain shops:

MR. GREGORY: It was desirable to know whether butchers' shops could be opened at an earlier hour than that specified in the Bill. They were not mentioned in the schedule.

MR. JAMES: The better way would be to insert butchers' shops in the schedule.

Put and passed.

Clauses 4 and 5—agreed to.

Clause 6—Act to be in operation in Metropolitan District on 1st January, 1899:

MR. GREGORY: There was a desire on his part to move that the word "Menzies" be inserted after "Coolgardie."

THE PREMIER: Could it not be put in afterwards?

MR. GREGORY: People wished it to be inserted at the present time. In compliance with the desire of the hon. member in charge of the Bill (Mr. James) he would not press the point, there being a provision under which the Governor in Council could act in the matter.

Put and passed.

Clause 7—agreed to.

Clause 8—agreed to.

Clause 9—Penalty for keeping shop assistants after hours:

MR. WOOD: The penalty should not be too heavy. It was "not exceeding £5."

MR. MORGANS: Leave it to the magistrate.

Put and passed.

Clauses 10 to 24, inclusive—agreed to.

Schedule:

MR. JAMES (in charge of the Bill) moved, as an amendment, that the words "butchers' shops" be inserted after the words "florists' shops."

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

Title—agreed to.

Bill reported with an amendment.

ADJOURNMENT.

The House adjourned at 11.26 p.m. until the next day.

Legislative Assembly.

Friday, 30th September, 1898.

Papers presented — Question: Lawlers Gold Escort — Workmen's Wages Bill, third reading—Agricultural Lands Purchase Act Amendment Bill, third reading—Coolgardie Goldfields Water Supply Construction Bill, Amendments on report—Land Bill, Recommittal for amendments, reported—Early Closing Bill, Recommittal for amendments, Division on clause 11, reported—Goldfields Act Amendment Bill, in Committee, clauses 1 to 10, Division; progress reported—Adjournment.

THE SPEAKER took the chair at 7.30 o'clock, p.m.

PRAYERS.

PAPERS PRESENTED.

By the MINISTER OF MINES: Ashburton Goldfield, Return showing salaries and allowances of officials, as ordered.

By the COMMISSIONER OF RAILWAYS: Railways and Tramways, Report on working for the year 1898. Public Works, Report of department for the year 1897-8.

By the PREMIER: Imports, Exports, and Shipping, Supplementary Returns for six months ended June 30, 1898.

Ordered to lie on the table.

QUESTION: LAWLERS GOLD ESCORT.

MR. MITCHELL asked the Premier,—1, Whether it is intended that the Lawlers gold escort shall, in the future, go *via* Menzies instead of *via* Cue, as heretofore. 2, If so, why?

THE PREMIER (Right Hon. Sir J. Forrest) replied,—1. Yes; the service has been organised to commence from this date, and the banks have had due notice. 2. For the following reasons:—It was strongly recommended by the warden. It was solicited by the mining companies and others at Mount Sir Samuel. It is a shorter and easier route to travel, and will serve the interests of all the mining centres between Mount Sir Samuel and Menzies, including Mount Malcolm, Mount Leonora, Mount Magnet and Niagara. It will be a more economical service than that *via* Cue or Mount Magnet. It will be attended with less risk.

WORKMEN'S WAGES BILL.

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

AGRICULTURAL LANDS PURCHASE ACT AMENDMENT BILL.

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

COOLGARDIE GOLDFIELDS WATER SUPPLY CONSTRUCTION BILL.

AMENDMENTS ON REPORT.

Order of the day, for the adoption of report from Committee, read.

THE PREMIER (Right Hon. Sir J. Forrest) moved, as amendments in the new clause adopted on the previous evening (providing that any claim for compensation for damage sustained through exercise of powers conferred by the Bill be referred to a Joint Committee of both Houses of Parliament), that in line 2 after the word "shall" the words "until settled by agreement" be inserted; also that there be added to the clause the words, "and shall be in lieu of any other remedy whatever which any such person, except for this provision, might have had for anything done under the powers conferred by this Act." The first amendment, he said, would give an opportunity to claimants and the Government to settle disputes which might arise.

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

Bill reported with the further amendments, and the report adopted.

LAND BILL.

RECOMMITTAL.

On the motion of the PREMIER, the Bill was recommitted for amendments.

Clause 3.—Interpretation:

THE PREMIER: It was not proposed on this recommittal to deal with the alterations in the numbering of clauses and parts, rendered necessary by the amendments carried at the previous sitting, as these alterations could be made by the Clerk; but other consequential amendments had to be made, though they did not materially affect the Bill. He moved, as amendments, that the paragraph commencing "standard timber," page 5, be struck out; also that the word "standard" at the bottom of page 4 be struck out, these being consequential.

Put and passed.

Clause 9—Certain lands may be resumed:

THE PREMIER moved, as an amendment, that after the word "behalf," line 7, the words "in case he shall be entitled to compensation under this Act" be inserted.

Put and passed.

Clause 19—Applications; boundaries:

THE PREMIER moved, as an amendment, that after the word "unless," line 8, the words "otherwise provided or" be inserted. The clause would then read, "unless otherwise provided, or by approval of the Minister."

Put and passed.

Clause 39—Governor may make reserves:

THE PREMIER moved, as an amendment, in line 5, that the words "such lands, whether surveyed or not, as" be struck out, and "any lands vested in the Crown that" be inserted in lieu thereof.

Put and passed.

THE PREMIER moved, as a further amendment, that after the word "places," in sub-clause 13, the words "stock routes" be inserted.

Put and passed.

Clause 42—In whom reserves may be vested:

THE PREMIER moved, as an amendment, that the word "such," in lines 2 and 10, be struck out.

Put and passed.

Clause 59—Certain lands may be declared open:

THE PREMIER moved the following amendment: That the words "or south of the 31deg. 30min. parallel of south latitude" be struck out.

Put and passed.

Clause 63—Restriction on alienation of Crown lands in Kimberley, North-West, West, East, and Eucla Divisions:

THE PREMIER moved, as amendments, that the words "Ninety-second," in lines 7 and 8, be struck out; also, that the words " or south of the 31deg. 30min. parallel of south latitude," in lines 10 and 11, be struck out.

Put and passed.

Clause 64—Conditions under which land is held may be changed in certain cases:

THE PREMIER moved, as amendments, that the words "by written notice" be inserted after the word "lessee," in line 3; also, that the words "from the service of such notice" be inserted after the words "three months," in line 5.

Put and passed.

Clause 82—Applicant for homestead farm may apply for additional land under land laws in force for the time being:

THE PREMIER: When in Committee on this clause, the word "ten," in the ninth line, was altered to "five"; but, on comparing this clause with clause 55, sub-clause (4), it was found that the amendment would produce confusion, as the proviso would be "five miles" in one clause and "ten" in another. He moved, as an amendment, that the word "five," in the ninth line be struck out, and "ten" inserted in lieu thereof.

Put and passed.

Clause 90—In certain cases, lease may be transferred or mortgaged, with Minister's approval:

THE PREMIER moved, as an amendment, that the words "and as provided in the next preceding section" be struck out.

Put and passed.

Clause 110 (new):

THE PREMIER moved, as an amendment, that after the word "for," in sub-clause (2), the words "cut and obtain" be inserted.

Put and passed.

Clause 137—Transfer of leases and licenses:

THE PREMIER moved, as an amendment in line 6, that after "purchase" the word "or" be inserted.

Put and passed.

Clause 147—Governor may grant lease for special purposes:

THE PREMIER moved, as an amendment, that in line 3 the words "Crown lands" be struck out and "lands vested in the Crown" be inserted in lieu thereof.

Put and passed.

Clause 149—Licenses for quarrying, etc., but not in goldfield or in mineral district:

THE PREMIER moved, as amendments, that in line 4 the word "Crown" be struck out; also that after "lands," in line 5, the words "vested in the Crown" be inserted.

Put and passed.

Bill reported with further amendments.

EARLY CLOSING BILL.

RECOMMITTAL.

On the motion of Mr. WALTER JAMES (in charge of the Bill), the Bill was recommitted.

Clause 2—Interpretation:

MR. HIGHAM moved, as an amendment, that in the interpretation of "shop" the words "wholesale or" be struck out. As far as the wholesale trade was concerned, those engaged in it had already granted, of their own free will, all the privileges endeavoured to be secured for employees in retail business, under the Bill; but in wholesale houses, on two days of the week a certain number of the employees on the clerical staff had to be employed during the evening, to deal with mail correspondence. Hon. members who had mercantile or commercial experience knew that during the day it was absolutely impossible to do much clerical work or correspondence; therefore on two nights of the week the wholesale houses had to employ a small section of the clerical staff to clear off the work. As far as the wholesale trade was con-

cerned, there was not the slightest necessity for the inclusion of this class of traders in the Bill. The wholesale traders made up to their employees who worked on these nights of the week, by special holidays, far more than was taken from them. This part had been inserted by certain members in another place who were antagonistic to the Bill.

MR. GEORGE: If this Bill was to be accepted by the Committee, the word "wholesale" should not be struck out. The object of hon. members who were supporting the Bill was to put down overwork in any trade or business coming within the scope of the Bill, whether wholesale or retail. Unless the Bill distinctly defined the hours of labour, and the time during which the employees should work, the wholesale man who wished to be a "sweater" could simply reduce his staff to the smallest limit so as to cope with the work during the day, and after the doors were closed he could employ the staff in getting through the work which had accumulated during the day. Working men engaged during the day went out with their wives to shop in the evening, and the wives were glad of the companionship of their husbands; but if this Bill were passed, the small stores would be crushed out of existence. If small stores must be closed, a blow would be at once struck at a class of small shopkeepers who were quite as deserving of the care of the Assembly as were large capitalists represented by the member for Fremantle (Mr. Higham). The argument was used that if, in the wholesale stores, the assistants were worked more than eight hours, they were given an honorarium every year. That was well in theory, and in some cases well in practice; but when trade got slack, the services of many were dispensed with. It was from the ranks of the people dismissed in slack times from large establishments that sprang the class of small traders for whom he was now pleading.

MR. SOLOMON: This Bill emanated from the retail employers and employed, who wished not to extend the movement beyond the retail trade. It was necessary to strike out the word "wholesale," because it was difficult to see the line of demarcation between the wholesale and retail trade. Auctioneers sold possibly up to four or five o'clock in the evening, and it was impossible for them to make up their accounts for next morning, within the hours contemplated in the Bill. The object of the Bill would be met, for the present, by confining it to the retail trade.

Amendment put and passed.

MR. GEORGE moved, as a further amendment, that in line 3 the word "stall" be struck out.

MR. HIGHAM: The schedule exempted tea and coffee houses.

MR. GEORGE: The member for East Perth (Mr. James) reminded him that the object of the amendment could be attained by moving that stalls be placed amongst the exemptions in the schedule. He would withdraw the amendment.

Further amendment, by leave, withdrawn.

Clause 5—Act to be in operation only in proclaimed districts:

MR. JAMES moved, as amendments, that in line 2, the word "and" between "Kalgoorlie" and "Boulder" be struck out, and that after "Boulder" the words "Kanowna, Bulong, Menzies, and Broad Arrow" be inserted. This amendment was moved, he said, at the desire of the member for East Coolgardie (Mr. Moran).

Put and passed.

Clause 6—Act to be in operation in the metropolitan district on January 1st, 1889:

MR. VOSPER moved, as amendments, that in line 2, the word "and" between "Kalgoorlie" and "Boulder," be struck out; also, that after the word "Boulder," in the second line, the words "Kanowna, Bulong, Menzies, and Broad Arrow" be inserted.

Put and passed.

MR. VOSPER moved, as a further amendment, that after the words "half-holiday" at the end of the clause, the following be added:—"And provided also that no bar-keeper, whether male or female, shall be employed in or about any hotel or licensed premises for more than eight hours out of each day of 24 hours." As a matter of fact, he knew there were bar-keepers in the city of Perth employing assistants such long hours as from 6 in the morning till past 11 at night. In legislating for shop assistants there was no reason why persons engaged in the

unhealthy and disagreeable occupation of dispensing liquor should be shut out from this law.

MR. JAMES: It was to be hoped the member for North-East Coolgardie would not press the amendment. There were a great number of alterations he (Mr. James) would be glad to see in the Bill, but he did not like to imperil the success of the relief which this Bill would afford by introducing matter which might cause debate in another place.

MR. VOSPER: In deference to that request, he would withdraw the amendment. Storekeepers of all kinds were attacked, but when once an attack was made on public-houses, defeat was almost certain.

Amendment, by leave, withdrawn.

Clause 8—Every shop shall be closed for one half-holiday per week:

MR. JAMES moved, as an amendment, that the words "the colony," in line 8, be struck out, and "such district" be inserted in lieu thereof. It was a mistake in the drafting.

Put and passed.

Clause 11—Hours of employment for women and children:

MR. HIGHAM moved, as an amendment, that "forty-eight," in line 3, be struck out, with a view of inserting in lieu thereof "fifty-four." The ordinary hours of work in retail stores were from 8 o'clock to 6, with one hour for luncheon, and, allowing for half-holidays, it would be found that the ordinary employee worked 54 hours per week. If this clause were passed the effect would be to throw many women or girls out of employment, because in many cases they undertook the duties of cashiers, and these duties could not be divided, one person taking sole responsibility of such duties in an establishment. As regarded protection for those under the age of 16, he did not think it was a material point, because very few under the age of 16 were employed in any retail houses in the colony unless they happened to be the children of those owning the business.

MR. OLDHAM: Surely it was not necessary to make a change of the kind now proposed. As he understood the clause, no one under 16 must be employed in this business, consequently it entirely had reference to persons under 16.

MR. VOSPER: The idea embraced in the amendment was to allow women to be employed for 54 hours a week: but if the amendment were carried, any child might be employed for 54 hours also.

MR. HIGHAM: The Education Bill provided for that.

MR. VOSPER: The Education Bill did not do so, he thought. At any rate, there should be as many safeguards as possible.

MR. GEORGE: It would be well to provide that no child under 14 should be employed.

MR. VOSPER: Every attempt made to improve this Bill, which would be a really useful measure, was met by the plea that it would lead to objection in another place: but any endeavour to emasculate the Bill and make it worse was successful. He would oppose.

Amendment, by leave, withdrawn.

MR. GEORGE moved, as an amendment, that the following words be added to the clause: "No person under 14 years of age shall be employed." His reason for doing this was that he did not think any shopkeeper or other person should have a right to employ a child under 14 years of age. Neither the bones nor muscles of children under 14 years of age were set, and a child under 14 should not be allowed to lift heavy burdens or do anything that might stunt its growth and injure its physical strength.

MR. HIGHAM: The object of the amendment was secured by the Education Bill; and on behalf of the small traders for whom the hon. member pleaded so piteously just now, he (Mr. Higham) desired to point out that if the amendment were passed it would prevent them from leaving a child in charge of a shop when they went away to have a meal or do some outside work.

MR. GEORGE: The employment under 14 in a shop or any other business was a crime against humanity, for it stunted the growth, dwarfed the understanding, and might have the effect of ruining them entirely. It might be termed "legalised child-murder."

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

Ayes	...	...	4
Noes	...	...	18
Majority against		...	14

Ayes.	*Noes.*
Mr. Gregory	Mr. Conolly
Mr. Vosper	Sir John Forrest
Mr. Kingsmill	Mr. Hubble
Mr. George	Mr. Higham
(Teller)	Mr. Illingworth
	Mr. James
	Mr. Kenny
	Mr. Leake
	Mr. Lefroy
	Mr. Locke
	Mr. Mitchell
	Mr. Moran
	Mr. Morgans
	Mr. Pennefather
	Mr. Piesse
	Mr. Solomon
	Mr. Wallace
	Mr. Oldham
	(Teller)

Amendment thus negatived.

Schedule:

MR. JAMES moved, as an amendment, that after the word "house," in line 2, the words "or stalls" be inserted.

Put and passed.

MR. VOSPER: The provision that shops for the sale of toilet and medical and surgical requisites be exempted was much too wide. A shopkeeper would only require a shaving brush and a piece of soap in his window to render his establishment entirely exempt from the operation of the Bill, which would become a mere piece of waste paper. Any shop could thus make itself exempt. Even the largest drapery establishments sold toilet requisites.

THE PREMIER: The proviso in the schedule applied only to establishments which dealt exclusively in such goods.

MR. HIGHAM: The Bill provided that mixed shops were not exempt.

MR. GEORGE: What was a mixed shop?

MR. HIGHAM: Read the Bill.

MR. VOSPER: If the reference was only to shops for the sale of these articles, such establishments were already provided for under the heading of "chemists and druggists' shops." He moved, as an amendment, that the words "shops for the sale of toilet and medical and surgical requisites" be struck out.

MR. GEORGE: How would the Bill affect small tailors' shops, of which there were many in Perth and Fremantle, at which customers, otherwise employed in the day time, called in the evening to receive clothing previously ordered, or to get measured. There ought to be a clear understanding on this point.

MR. JAMES (in charge of the Bill): A tailor was like any other manufacturer, and his establishment was not like a retail shop where goods were exposed for sale. The kind of trading spoken of by the hon. member would be permissible.

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

MR. VOSPER: The proviso exempting news-agents', stationers', and booksellers' shops was dangerous.

MR. GEORGE: We must get our newspapers.

MR. VOSPER: Yes; but did the exemption apply only to shops confined to those lines without selling other goods?

MR. JAMES: The point was covered by clause 3, which provided that any shop selling goods other than those mentioned in the schedule would not be exempt.

Bill reported with further amendments.

GOLDFIELDS ACT AMENDMENT BILL.

IN COMMITTEE.

Clause 1—agreed to.

Clause 2—*Amendment to sec. 4:*

MR. GREGORY: This was apparently the proper time to move for the repeal of clause 11 of the Goldfields Act, 1895.

THE CHAIRMAN: The hon. member evidently desired a new clause.

MR. GREGORY: The clause was numbered 77 in the Bill which had recently been withdrawn.

MR. ILLINGWORTH: The hon. member must move the new clause at the end of the Bill.

MR. GREGORY said he wished to repeal one clause of the existing Act, and to substitute a new clause in lieu thereof.

THE CHAIRMAN: The hon. member wished to insert something in the nature of a new clause. He could do that after the clauses in the Bill had been dealt with.

Clause put and passed.

Clauses 3 to 6, inclusive—agreed to.

Clause 7—Exemption from labour conditions:

MR. VOSPER: What was meant by sub-clause (*a*), "Want of capital after a fair sum shall have been expended?" What was a fair sum, and who would have the right to decide what a fair sum

was? It seemed to be a dangerous provision.

MR. GEORGE: Say £5,000.

MR. VOSPER: That would be a small amount in some places, and it would be a crime to compel persons to spend £5,000 in other places.

MR. MORAN: Leave it to Ministerial discretion.

MR. VOSPER: We had left too much to Ministerial discretion in the past. He moved, as an amendment, that subclause (*a*) be struck out.

THE MINISTER OF MINES: Subclause (*a*) meant that, after a fair amount of money had been spent on a lease, exemption might be granted.

MR. VOSPER: What was a fair amount?

THE MINISTER OF MINES: The warden would consider the matter first, and then it would go before the Minister. If the applicants could show that, in the opinion of the court, a fair amount of money had been spent on a lease, then that might be a ground on which exemption could be granted. The case would be heard in open court before the warden, and anyone who liked to object could do so, and then the case would be argued. Subsequently it would be brought before the Minister, who would consider whether a fair amount had been spent on the lease. This was one of the recommendations of the Mining Commission. He was not particularly wedded to the words, but the Committee should consider well before striking them out.

MR. MITCHELL: We could not make a hard-and-fast rule in regard to this matter. What would apply to one lease would not apply to another.. It would be well to leave the matter to the discretion of the warden.

MR. VOSPER: We should not place the question entirely in the hands of the Minister. Persons who had influence might be able to obtain exemption. If a warden had an application for exemption before him, and found the lessees too poverty-stricken to go on with their work, and that a fair amount had been spent, then that might be a ground for exemption; but to give the Minister power to say whether a fair amount of capital had been spent on the lease, and to grant exemption upon that, was too great a power.

MR. LEAKE: If there was anything in the objection of the hon. member, it might apply to every one of the subclauses. In every instance the discretion was left to the warden, and it must be so in a question of exemption. Take, for instance, scarcity of labour. How was it possible to define "scarcity"?

MR. VOSPER: We could fence that in.

MR. LEAKE: Take the reason that "a mine is for some other cause unworkable." In every case, these points must be left to the discretion of the warden.

MR. VOSPER: The whole clause was exemption made easy.

MR. LEAKE: We should not condemn it on that account. The hon. member should leave the clause as it stood; and, after all, the exemption was only for six months in the year.

MR. GREGORY: Clause 7 was supposed only to deal with an amendment of section 25; and under section 25 of the 1895 Act, power was given to grant exemption for reasons stated therein on claims and authorised holdings. We wanted a new clause which would prevent any Minister granting exemption such as had been granted in the past. He did not accuse the present Minister of Mines of granting exemption improperly, because the information he had referred to the time before the present Minister took office. During the year 1897, he (Mr. Gregory) asked for a return showing the number of leases upon which exemption had been granted for a longer term than six months in any one year. According to his reading of the Act, he understood that exemption could be granted for only six months of the year; but, according to the return, 146 cases were given in which exemption had been granted for a longer term than six months, and some of the reasons were frivolous. In some cases, total exemption was granted on the ground that the work had been done without payable results, and in other cases over 10 months' exemption had been granted in one year. He had been told that leases had been held for over two years, and not three months' work done upon them. We wanted to stop the right of anyone going to the Minister with a plausible tale, and instead of getting a month or two months' exemption which he would have got if

sworn evidence had been taken, he got six months' exemption from the Minister. He (Mr. Gregory) knew a case in which the warden for Mount Malcolm district recommended three months' exemption, and six months was granted. If a man wished to give reasons why exemption should be granted, they ought to be given in open court and not in the Minister's office; and the law should state that in no case should exemption be granted for a longer period than six months. He would like to give the warden power to grant protection in urgent cases, but to grant it only once and for a fortnight; also to grant exemption only for a month; and any further exemption to be granted by the Minister, subject to the warden's recommendation. But in no case, unless heard in open court and recommended by the warden, should exemption be granted, and then not for a longer period than six months. The reasons given in sub-clauses of clause 7 only dealt with authorised claims and holdings.

THE MINISTER OF MINES: This clause dealt with all leases. The clause dealt first of all with section 25 of the principal Act by repealing the sub-sections of that section. Section 25 dealt with the reasons for suspension of work, and how the suspension could be obtained. If hon. members looked at section 26 of the principal Act, they would see that clause 7 dealt with leases as well as claims. Section 26 provided that the reasons given for suspension of labour being granted on claims should apply also to leases. Hon. members must understand that they were dealing with leases, and not the method of obtaining exemption, but the grounds on which exemptions might be granted. In dealing with this clause, that must be remembered.

MR. KINGSMILL: The object would be met by inserting the words, "in the opinion of the warden" after the word "shall." It was impossible to draw a hard-and-fast line. The man who had, or ought to have, the most knowledge of the district and of the circumstances would be on the spot, and he was the local warden.

MR. VOSPER: Would the hon. member move that as an amendment?

MR. KINGSMILL: Yes.

MR. VOSPER asked leave to withdraw his amendment in favour of that suggested. The Committee were indebted to the Minister of Mines for the explanation he had given of the clause. Although the member for North Coolgardie (Mr. Gregory) was slightly off the track in his interpretation of the clause, it would be necessary to provide in some portion of the Bill against backstairs influence in the granting of exemption. He did not use the word "backstairs" in a sense uncomplimentary to the Minister, but was referring to the kind of influence which came behind the warden, and afforded no actual means of ascertaining the truth or falsehood of the representations made. The member for North Coolgardie should, later on, move an amendment embodying his suggestion.

Amendment (Mr. Vosper's), by leave, withdrawn.

MR. KINGSMILL moved, as an amendment, that in sub-clause (*a*), after the word "shall," the words "in the opinion of the warden" be inserted.

MR. GREGORY: As to his being "slightly off the track," in the interpretation of this clause, it was within his knowledge that these sub-clauses had reference to leases; but it was necessary to take care, before this Bill got through Committee, to insert a clause dealing with the method of granting exemptions, and such an amendment would be submitted by him at the proper time.

THE MINISTER OF MINES: It was only due to the Mines Department that he should say a few words, after what had fallen from the member for North-East Coolgardie (Mr. Vosper) in reference to the number of exemptions granted in the past on leases. He did not know where the hon. member got his information, but all the exemption papers had come before him as Minister, including the warden's recommendations, and the evidence in court.

MR. VOSPER: It was before the present Minister's time.

THE MINISTER OF MINES: All previous transactions with regard to leases were bracketed together in the papers, so that they could be traced from the time of a lease being granted up to the present moment. Not one instance of the kind suggested by the hon. member had come under his notice, and it was curious

that these exemptions did not come back to him.

MR. KINGSMILL: Probably the leases had been abandoned.

THE MINISTER OF MINES: Then there could not have been much harm in granting the exemptions. A great deal of care was exercised in granting exemptions—more care than hon. members seemed to think.

MR. ILLINGWORTH: There had not always been that great care.

THE MINISTER OF MINES: It was impossible to agree with the allegation that influences were brought on the Minister to grant exemptions. He was glad to have advice from hon. members, and he hoped to be able to profit by it.

MR. ILLINGWORTH: The Minister was blocking the Bill.

THE MINISTER OF MINES: It was not fair of hon. members to make statements such as had been made, in reference to the granting of exemptions.

MR. ILLINGWORTH: They were before the present Minister's time.

MR. GREGORY: Papers were laid on the table of the House, dealing with those cases.

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

MR. ILLINGWORTH moved, as a further amendment, that sub-clause (*f*), "That the mine is for some other cause unworkable," be struck out. Causes of exemption were stated in the clause, and then came the vague phrase "some other cause."

THE MINISTER OF MINES: This clause was in the present Act.

MR. ILLINGWORTH: Never mind that.

THE MINISTER OF MINES: This was the first cause set down in the present Act for exemption. Many causes might crop up of which really nothing could be known beforehand, and all these could not be set forth in the clause.

MR. VOSPER: While there might be causes not known beforehand, there were causes brought forward nobody knew anything of, and there were causes that were not causes.

THE PREMIER: The Minister must be given credit for some common sense.

THE MINISTER OF MINES: The cases would be heard in open court.

MR. VOSPER: But nobody might be interested in the exemptions, especially in remote districts. The object was to prevent exemptions being granted without sufficient cause.

MR. MORAN: There never had been a single instance of that during the last five years.

MR. VOSPER: Mines could be seen lying idle.

MR. MORAN: That was not under this sub-clause.

MR. VOSPER: What was the mysterious process in which these mines were locked up?

THE MINISTER OF MINES: They had been abandoned.

MR. VOSPER: That could not be, because it was known they were under exemption. The desire was to limit the causes for exemption as much as possible; but all kinds of vague clauses were being introduced which formed a kind of drag-net.

THE MINISTER OF MINES: This was not being introduced: it was in the present Act.

MR. VOSPER: Under the present Act, large numbers of exemptions had been granted which should not have been granted.

THE PREMIER: Supposing there was foul air, or the shaft took fire?

MR. VOSPER: Those could not be causes for exemption from labour, bebecause such occurrences would actually cause extra labour in order to get rid of the gas or put out the fire.

THE PREMIER: That would not be labour to work the mine. It was no use trying to make this law cast-iron.

THE ATTORNEY GENERAL: The leaseholder might allow the fire to burn out, as was done at Broken Hill (N.S.W.).

MR. VOSPER: In case of a fire, there would be as much labour about the surface as would comply with the labour conditions.

MR. MORGANS: What could the men do? There would be no batteries running.

MR. VOSPER: No; but the men would be required to help in the fire.

MR. LEAKE: The paragraph ought to remain. Some alluvial miner, who had gone down 20 or 30 feet in fairly solid ground, might find the walls of his shaft

tumbling in, and have to stop in order to get timber.

MR. VOSPER: That was provided for in the next sub-clause.

MR. LEAKE: No; the next sub-clause did not cover the case.

MR. MORAN: Nor would it cover the case where a drive tumbled in.

MR. LEAKE: In such cases the man would require exemption in order to get timber, which was not always available on a goldfield.

MR. KINGSMILL: On the goldfield which he represented, floods or other causes might shut off communication with the coast, and cause the dynamite supply to run out. He had known such instances, not in one year, but in three or four successive years; and under such circumstances exemption was absolutely necessary, because the work could not be carried on without the aid of dynamite. For that and many other reasons it was eminently desirable the clause should be left in the Bill.

MR. WALLACE: The word "sufficient" might be inserted between "other" and "cause."

THE PREMIER: What would be "sufficient" cause?

MR. WALLACE: That would be decided by the warden, which was not the case now.

A MEMBER: Yes, it was.

MR. WALLACE: If we said "some other sufficient cause," it would be for the warden to say whether the alleged cause was sufficient or not.

Amendment (MR. ILLINGWORTH'S) put and negatived.

MR. VOSPER moved that sub-clause (*h*) be struck out. When a mine was in dispute, it was usual for one of the parties to obtain an injunction against the other, to prevent him from working the mine

THE ATTORNEY GENERAL: Supposing he did not obtain the injunction?

MR. VOSPER: That was done in the majority of cases.

THE PREMIER: Suppose they would not give it to him?

MR. VOSPER: The danger he feared was that we should have sham disputes raised for the purpose of obtaining exemption; yet, at the same time, they would have the appearance of being *bona fide*.

THE ATTORNEY GENERAL: The warde could not grant an exemption, then.

MR. VOSPER: The warden would no do so if he detected the collusion; bu could he detect it? We knew what ha been done in claim jumping, for claim had been jumped over and over again b different persons who really represente the same party, and those mines had bee kept unworked for years. The whol thing might be arranged between differen persons, all knowing what it was and wher it was going to end; the scheme bein got up for the purpose of depriving th country of the advantage of having th mine worked. One man deserted a leas and another person, in reality a partne came along and claimed the forfeiture o the ground that the labour conditions wer not complied with; so it went on, appa rently changing hands, and that sort o thing continued for months and months.

THE PREMIER: And it always would b done, he supposed.

MR. VOSPER: There was a desire t see it prevented.

MR. GEORGE: It was impossible to ob tain perfection.

MR. VOSPER: It would be well to ge as near perfection as possible; and, witl a view of making the Bill a little mor perfect than at present, he had moved tha this sub-clause be struck out.

MR. KINGSMILL: If there were collu sion, it would be an easy matter to appl for an injunction. The amendment woul have no effect whatever in the directio intended.

MR. VOSPER: The case of a real dis pute, in which an injunction might be in volved, was provided for elsewhere. I was necessary to insist on the striking ou of this sub-clause.

Amendment (MR. VOSPER'S) put and negatived.

MR. VOSPER moved, as an amendment that the following be added as a provis to sub-clause (*i*): "Provided also that n exemptions shall be granted on the groun of scarcity of labour, until proof is ad duced that labour has been advertised fo in a newspaper circulating in the distric where the mine is situated, and that notic has been given to such effect to the loca or nearest labour organisation." Th proviso was substantially the same as clause in the recent Gold Mines Bill; and

that being so, he took it the Minister would not object to this. It was a provision eminently useful and desirable. We did not wish exemption to be granted on the bare statement that there was a scarcity of labour, but to make sure there had been a reasonable attempt to provide labour.

MR. MORAN: The compulsory advertising would be a splendid thing for the newspapers, but would cost a lot of money.

MR. VOSPER: One could advertise for 100 men for something like 1s. 6d.

MR. MORAN: Advertise in the nearest "pub." That would catch them.

MR. VOSPER: There was no reason why notice should not be posted at a public-house.

A MEMBER: In a church.

MR. MORAN: They would never see it there.

MR. VOSPER: That would be an excellent means of concealing it.

THE MINISTER OF MINES: The desire was not to have too many provisions in this Bill. He could see there were difficulties in a provision such as this, not so much affecting the big man as the small man. A man might be in a back block where there was no labour organisation within a hundred miles. There were not labour organisations in every square mile of country. In giving notice, a man might have to ride a hundred miles to the nearest newspaper office.

MR. GEORGE: There might not be a post office near.

MR. VOSPER: It was simply absurd to find the Minister of Mines opposing a clause which the Minister had introduced and recommended only a few days ago, in the other Bill. Did not the Government know their own mind for two days together?

MR. MORAN: We were not dealing with the whole of that Bill again.

MR. VOSPER: But any amendments he thought desirable he would introduce, leaving the Committee to do what they thought fit with them. There could be no objection now against what he proposed, which did not apply also at the time the Minister introduced his own Bill. The clause as it stood would create much dissatisfaction. Reference was made to persons in a remote district; but he would point out that men coming from such places could say what they liked to the warden, and the warden would have no means of verifying or disputing their evidence; whereas if his (Mr. Vosper's) amendment were carried, the warden would ask for a copy of a letter or newspaper showing that labour had been sought for.

MR. LEAKE: The amendment could not be worked. For instance, what was a labour organisation? Was it to be defined as one recognised by law, one recognised by municipalities, or recognised by a Mining Association, or recognised by a self-constituted association?

MR. VOSPER: He could advertise in a newspaper.

MR. LEAKE: What constituted a newspaper? There might be six or more men holding a consolidated miner's right, on certain alluvial ground which required that number of men to work the claim. Two of those men might die, or two might sell out and go away, so that the labour conditions could not be performed. If this claim were situated a couple of hundred miles away, and it might be so, then it would take from three weeks to two months to do what would be required if this amendment were passed. In the meantime, from the day the application was made, until the reply came back, the claim would be liable to be jumped at any moment. Thus the six miners working together ran the risk of losing their property; and the proviso referred to the alluvial miner, as well as to the leaseholder, and would weigh much more heavily on the former than on the latter. The amendment was all right in theory, but it would be difficult of application. How long must the advertisement appear in the paper?

MR. VOSPER: One insertion would suffice.

MR. LEAKE: Then the advertising could be done in a hole-and-corner manner, and the Act evaded. There would be a delay until the newspaper containing the advertisement came back; and the newspaper would have to be proved in court. The recommendation of the Mining Commission had been copied verbatim in the draft Bill recently withdrawn; but it was objectionable, because up to the present moment labour organisations were not recognised by law, and

the proposal, if passed, would thus be a dead letter. It would mean that no person could get exemption on the ground of scarcity of labour; and it was particularly objectionable because it applied to the alluvial miner as well as to the leaseholder.

MR. KINGSMILL: In several wardens' courts there was an excellent custom in vogue. The warden was prepared to accept as evidence of the *bona fides* of the applicant for exemption, the fact that notices had been posted at the warden's office and on the ground, calling for labour. The system had worked satisfactorily in the past, and would work well in the future. It was impracticable to use the labour organisations for this purpose. The claim might be jumped while a man was on his way to give notice.

MR. VOSPER: Were there no such things as post-offices in the colony?

MR. GREGORY: The amendment had better be withdrawn, as it would press more heavily upon the alluvial miner than on the leaseholder. It was his intention to propose a new clause for amending section 46 of the principal Act, and dealing with exemptions in regard to leases only, to the following effect:—"Provided that before exemption shall be granted on the ground of scarcity of labour, the applicant shall have posted up a notice to that effect at the warden's office or the nearest post-office, and forwarded a copy thereof to the local labour organisation, if any." This involved no point of law. If there were no local labour organisation, the provision would still be operative as to the other means of advertising.

MR. VOSPER said he would not take the responsibility of withdrawing the amendment. If hon. members did not like it, let them vote against it.

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

MR. LEAKE: During the debate the other evening, a desire was evinced that facilities should be granted to persons wishing to object to applications for exemption. This was the proper time to insert such a proviso.

MR. VOSPER moved, as an amendment, that the following words be added to the clause:—

Provided also that if application for exemption shall be made on any of the grounds hereinbefore set forth, proof shall be introduced by the applicant showing that every reasonable effort has been made to overcome the difficulties wherefor exemption is claimed.

The proposal of the member for Albany (Mr. Leake) might be added to this proviso, the object of which was to make it certain that an applicant for exemption had done all in his power to overcome the difficulties complained of. If in the warden's judgment he had not done so, the application should be refused. In the case of an influx of water, the warden was required to prove the length of time for which it had been allowed to continue; and similarly with regard to scarcity of labour.

THE MINSTER OF MINES: Section 25 of the Act covered this point, by providing that such cases should be heard by the warden, and that evidence on oath must be adduced, to satisfy the magistrate of the existence of the difficulties in question.

MR. VOSPER: It was not provided that the applicant should show that he had done anything to overcome the difficulties complained of.

THE MINISTER OF MINES: Clause 25 read: "The registered owner or a majority of the registered owners of any claim or other authorised holding, who shall prove to the satisfaction of the warden by evidence on oath in open court that any of the causes for suspension—" The warden was not obliged to grant exemption, but could refuse it, if he considered the evidence unsatisfactory. It was also provided that objectors to these applications should be heard in court.

MR. VOSPER: It was one thing to prove that difficulties existed; but he wished the applicant to prove also that he had made every reasonable effort to overcome the difficulties.

THE ATTORNEY GENERAL: Would not that be ascertained on inquiry?

MR. VOSPER: It might, or it might not. Some people alleged very shallow excuses to obtain exemption. The warden should be instructed to ascertain whether they had used all reasonable means of overcoming the difficulty.

THE MINISTER OF MINES: The clause said, "actually existing." That surely met the objection.

MR. VOSPER: There might be an influx of water amounting to 100 gallons per

day, a small quantity, easily kept in check; but if the lessee allowed it to accumulate until it rose to a height of 40 feet, and claimed exemption on the strength of that accumulation, the warden should be instructed to ascertain whether the applicant had taken steps to prevent the accumulation.

THE ATTORNEY GENERAL: Could not the warden inquire into that?

MR. VOSPER: But he might not do so. Such inquiries were not always made with due strictness. The applicant should be obliged to prove that he had used every reasonable means of overcoming the difficulties. And similarly with scarcity of labour, proof should be required, not only that labour was scarce, but that every reasonable effort had been made to procure men.

THE ATTORNEY GENERAL (Hon. R. W. Pennefather): Why did the hon. member urge his amendment, when it was clearly laid down as the warden's duty to find out what was the difficulty in respect of which exemption was claimed? In the case of an influx of water, he would, before granting exemption inquire how much water was in the shaft, and how long had it been allowed to accumulate.

MR. LEAKE: The words quoted by the Minister of Mines covered the ground of the proposed amendment. Though the latter was certainly more convenient, yet the implication was clear in Section 25, that the warden must be satisfied by evidence on oath, and must therefore take into consideration the very points which the hon. member (Mr. Vosper) said he ought to consider. The amendment, therefore, though not objectionable, would have no particular force.

Amendment (Mr. Vosper's) by leave withdrawn.

MR. GREGORY: Under the present Act, no authority was given for any person to oppose applications for exemption.

MR. LEAKE said he had drafted a proviso which read, "provided that any miner may object to the granting of suspension of work."

MR. GREGORY said he had an amendment which read, "provided also that any person may appear in court and give evidence in opposition to the application."

THE ATTORNEY GENERAL: It would be better to say "any miner," because any Afghan or Chinese might oppose an application, if the proviso said "any person."

THE PREMIER: A miner was a man with a miner's right.

MR. GREGORY: A man might hold a lease, but not have a miner's right. The word "miner" would do just as well.

THE MINISTER OF MINES: There were forms now for laying objections.

MR. VOSPER: By interested parties.

THE MINISTER OF MINES: No. There were forms of objection to the granting of exemptions, provided by the regulations.

MR. VOSPER: Was not objection limited to a person interested in the land?

THE MINISTER OF MINES: No. Anybody could object. He had a case before him that day, in which a poor fellow who had worked a lease for 3 years applied for 3 months' exemption. He had done a lot of work on his lease, but the people in the town opposed the application for exemption. The people went into court, and about a dozen gave evidence against the granting of the application, and the consequence was that the warden would not recommend the granting of the exemption. This occurred in the Murchison district. Power was now given that any person, not in any way interested in the lease, could oppose the granting of an application for exemption.

MR. LEAKE: The Minister was quite right. There was a power for anyone to object; but distinct notice was required. Supposing any miner was in the court and was interested, he might without notice, volunteer information straight away.

THE PREMIER: That would encourage frivolous objections.

MR. LEAKE: Perhaps it would be better to have notice of the objections, so that the parties interested might be prepared.

MR. VOSPER: One important matter was in reference to the scarcity of labour. He wanted to prevent the ground of scarcity of labour being made use of, when the sole cause of the scarcity of labour had arisen from disputes between the owner of the mine and the men. Supposing there was a

strike and the men were locked out; in such a case the warden should exercise a wise discretion. He did not think exemption should be granted because there was a labour dispute. If it could be shown that the demands of the men were unreasonable, then the warden might grant the exemption; but if the scarcity of labour was brought about by the master's own action in refusing a living wage, or in trying to reduce the standard rate of wage, then the warden might grant the exemption. He would like to insert a proviso that exemption should not be granted on the grounds specified in this section if it was proved to the satisfaction of the warden that the application had been caused or brought about by any dispute between employers and employed, or if there were any dispute affecting the hours or wages of the miners employed on or about the lease in respect of which the exemption was applied for. He would like this principle inserted in the clause.

THE ATTORNEY GENERAL: It would be difficult to apply.

MR. VOSPER: It was a great grievance amongst the miners that, as soon as a disturbance arose, the first thing an employer did was to say he would apply for an exemption and shut the men out.

THE ATTORNEY GENERAL: If the men had the power, they might abstain from work.

THE PREMIER: And jump the lease.

MR. VOSPER: The warden ought to have discretionary power.

Clause put and passed.

Clause 8—Amendment of section 33 of principal Act:

MR. VOSPER: The Mining on Private Property Bill provided that streets might be taken up and mined under. In this case, it would be necessary to insert a proviso "that no holder of a miner's right shall be permitted to take up, hold, or mine upon or under any street, road, or highway, which surrounds, or partially surrounds, any claim, area, or other authorised holdings occupied by other holders of miners' rights." If a man had a block of ground, and a person had acquired the right to mine on a portion of it, another person might come along and take up a lease of the roadway surrounding the block. This man was not in a position to mine himself, but he blocked other people from mining under the road. In the case of Charters Towers, where there were a number of freehold blocks in the centre of the town, one company took up the whole of the streets surrounding those sections, and compelled the freeholders who had certain rights under the Mining on Private Property Act, gradually to sell their land for a small consideration, because they were blocked from mining under the road.

THE PREMIER: Could a street be taken up for the purpose of mining?

THE ATTORNEY GENERAL: A license had to be obtained.

THE PREMIER: Who would give the license?

MR. VOSPER: The warden, and it was the warden who granted the license at Charters Towers.

THE PREMIER: The warden would not give a lease here.

MR. VOSPER: But supposing there was a *bona fide* application from a person to take up a portion of the street at Coolgardie for subterranean mining for which the Act provided?

THE ATTORNEY GENERAL: Only in a limited quantity.

THE PREMIER: The lease need not be granted.

MR. VOSPER: But a lease had been granted in Queensland, and the leaseholder proceeded to blackmail the persons who held the property. There had been volumes written about this subject. The dispute was raging at Charters Towers whilst he was there; it had been raging for ten years before that, and he supposed it would continue raging.

MR. LEAKE: How could the leaseholder fulfil the labour conditions?

MR. VOSPER: The leaseholder took up two or three leases, one just beyond the town boundary, one just within the town boundary, and a third embracing the streets; and he fulfilled the labour conditions on the outside lease. There was no doubt the law permitted mining under the streets.

THE ATTORNEY GENERAL: But permission had to be got first from the local council.

MR. VOSPER: If a person had a freehold property surrounded by four streets,

person might take up the four intersecting streets.

THE ATTORNEY GENERAL: He would have to make four different applications for leave to mine under the streets, and every one could be objected to.

MR. VOSPER: Under what section of the Act was that?

THE ATTORNEY GENERAL: Under the section dealing with mining under roads.

MR. VOSPER: A lease could be taken up on the street, in the same way as any other lease.

THE ATTORNEY GENERAL: No.

MR. LEAKE: Section 39 dealt with that.

THE MINISTER OF MINES: Before a lease could be taken up on a street, the applicant had to give notice, and get the sanction of the municipal council, and then go to the Governor-in-Council.

MR. VOSPER: All that had to be done in Queensland.

THE MINISTER OF MINES: And persons could make objections.

THE ATTORNEY GENERAL: The same thing had been tried at Bendigo, but always checkmated.

MR. LEAKE: The proposed proviso did not properly find a place in this clause. The proviso dealt with leases pure and simple, whereas this clause amended section 33 of the Act, which dealt with claims. It would be better if the hon. member moved his amendment as a substantive clause.

MR. VOSPER said he would not press the amendment for the time being, but introduce it later on.

Amendment, by leave, withdrawn.

Clause put and passed.

Clause 9—Warden may obtain report on application for lease:

MR. VOSPER: The next two or three clauses contained a fair amount of controversial matter. He was prepared to argue them at length; and, as the hour was rather late, he moved that progress be reported.

Motion put and negatived.

MR. VOSPER suggested, as an amendment, that there be added to the clause a provision that "No lease be granted for any land upon which alluvial miners are actually mining or prospecting." The desire he had in moving the amendment was that no lease should be granted over the heads of these alluvial miners until the material of their work was exhausted. Supposing three or four persons took up alluvial on a piece of land which was the subject of an application for a lease, they having reasonable grounds for supposing it to be alluvial, and the application was adjourned for six months, under the clause the warden might proceed then to grant a lease; and, although the warden could not interfere with the alluvial claims, he could mark off all the surrounding ground. These miners might strike gold a few days afterwards, and, in an ordinary way, there would be a rush, and the alluvial digging would be continued. If, however, a lease had been granted, that rush would be absolutely checkmated. The clause only provided for six months, and he wanted to provide that, while alluvial men were actually engaged in working, no exclusive right to the land should be granted. He wanted the men to remain on the land so long as the supposition existed there was alluvial gold. He had no desire to interfere with the rights of the leaseholder.

THE PREMIER: A lease would not be granted unless recommended by the warden.

MR. VOSPER: One could never tell what would happen; but as long as men were actually employed in digging for alluvial, the lease should not be granted.

MR. LEAKE: If that were so, the land might be tied up indefinitely. A man could never get his lease so long as some recalcitrant miner said, "I am going to put in my pegs for this area applied for."

MR. ILLINGWORTH: He must work it.

MR. LEAKE: It killed itself. There was really no difficulty. If a man began to dig and found alluvial, of course there would be a rush to it, and the land would be pegged out all round it. If alluvial was struck in the locality, the warden would not grant the application for a lease.

MR. VOSPER: But supposing he got it before the discovery was made?

MR. LEAKE: It must be remembered that ample time was given between the date of application and the granting of the lease, to enable the alluvial man to come along and thoroughly prospect. That was the point of the whole question. At any rate, the leaseholder should not,

by his application, lock up the land, but his application should be made known to the world, and he would say, "I am going to have a lease, unless there is alluvial gold upon it." That would be the intimation made to the alluvial man, who might say, "All right; I will very soon test whether there is alluvial gold." If the alluvial miner stood by and did not take advantage of the opportunity of testing whether it was alluvial or not, it would be rather hard to bar a man from getting the lease. The great trouble now was that the leaseholder did a bit of hanky-panky, so to speak; for he got on to a piece of land and locked it up, thus keeping other people from prospecting it, and of course if there was anything good on it, alluvial or otherwise, inasmuch as he was preventing other people from prospecting, he stood a big chance of getting what he never expected, or getting what he kept dark.

THE PREMIER: If the alluvial man was there first, the leaseholder could not get it.

MR. LEAKE: If the land was applied for as a lease, and an alluvial man wanted to peg out a claim, no warden would recommend the granting of the lease, and no Executive Council would grant it so long as a *bonâ fide* attempt was made to discover alluvial.

THE PREMIER: If the alluvial man was there first, the lease could not be granted.

MR. LEAKE: If the alluvial miner was there first, the chances were the leaseholder would never think of making an application.

THE PREMIER: A person could not make an application for a lease to cover the claim of an alluvial miner. The law would not allow him to do it.

MR. LEAKE: A man who wanted a lease would not be such a fool as to rush into a locality already occupied by the alluvial miner.

THE PREMIER: He could not do it by law.

MR. LEAKE: There was no particular force in the proviso that had been suggested. Very much depended on the way in which we dealt with clause 10. If the member for North-East Coolgardie (Mr. Vosper) would allow clause 9 to pass as drawn, when we reached clause 10, which seemed to be the one on which there would be most debate, he might ask that the proviso now proposed should be added as a new clause.

MR. VOSPER: There was one phase of the question which did not seem to have been grasped, either by the member for Albany (Mr. Leake) or the Premier. Suppose a prospecting party went out to some remote place, and, while not searching for alluvial gold at all, discovered a reef; they would make an application for a lease. A person might arrive a month or five weeks before the termination of the six months stipulated, and, seeing indications of alluvial, he would proceed to sink for it and get to a certain depth, but he might not strike alluvial until the six months had terminated. Then it would be in the power of the warden to grant a lease.

A MEMBER: The leaseholder could not take the claim of the alluvial miner.

MR. VOSPER: But he could prevent any other alluvial miners from going and pegging out claims. The idea advocated by the member for Albany, and accepted apparently by the Committee, was that during the period specified it should be open to the alluvial man to go on the ground and search for gold, the assumption being that if he found it a lease would not be granted. We were legislating not so much for the protection of the alluvial miner as for the protection of the community against locking up large quantities of alluvial gold.

Clause put and passed.

Clause 10—Repeal of Section 36, entry on land under application for lease for alluvial:

MR. ILLINGWORTH: As indicated on the second reading, he desired to do away with the retrospective feature of the clause, therefore he moved, as an amendment, that the word "September," in line 3, be struck out, and the word "January" inserted in lieu thereof. If the Minister had a preference for any particular date, he would yield to him; but the law must come into operation at some future date, in view of the many important interests it would affect. To say that section 36 of the principal Act was repealed from the 2nd day of September instant would breed endless complications.

THE MINISTER OF MINES: With the hon. member's leave, he would like to strike out the clause, and introduce in lieu thereof the clause of which he had distributed copies.

MR. ILLINGWORTH: But the date was same in both clauses.

THE MINISTER OF MINES: But the new clause could be inserted and amended.

MR. VOSPER: If the clause were struck out and a new one inserted, could an amendment be moved on the new clause?

THE CHAIRMAN: The new clause could be amended, but it could only be inserted at the end of the Bill.

THE MINISTER OF MINES: It would at least be possible to strike out all the words after "section," and add other words.

MR. ILLINGWORTH: Better srike out all the words after "inserted," in line 4.

THE MINISTER OF MINES: The amendment could be made on the provision which he (the Minister) proposed to insert.

MR. VOSPER: The Committee were moving too hastily. It was his intention to have moved an amendment in the same line of the clause, with the view of striking out the words "ninety-eight" and substituting "ninety-nine." Then the repeal of section 36 of the principal Act would take effect as from the twenty-third day of September, 1899. The effect of the clause was to abolish a title which had been legally established by Parliament. Parliament deliberately created the "dual title."

MR. MORGANS: And a great mistake it was.

MR. VOSPER: The result of that great mistake had been the establishment of a very large industry in the colony, which was not anticipated, and in which some thousands of men were now engaged. The clause now proposed to wipe out that industry, not in January next, but as from the 23rd September, instant—seven days ago. The alluvial miner was told that he could work what ground he had, but could do no more prospecting. Thus one of the best industries ever established in Australia would be destroyed: an industry which had raised his own electorate to a state of great prosperity. If the dual title were to be destroyed, as appeared from the tone of the debate, then in common fairness we should not destroy the vested interests Parliament had created, without giving fair and due notice. If his amendment were carried, and the operation of the Bill postponed for twelve months, the leads now discovered could be worked out; but if it took effect from the 23rd September instant, or even the 23rd January next, it would mean that the Kanowna deep lead could not be extended any further than at present.

THE MINISTER OF MINES: Such workings were not on leases.

MR. VOSPER: Yes; they were. The "Q.E.D." was entirely on leases, and so was the "Golden Valley."

THE MINISTER OF MINES: Those were abandoned leases.

MR. VOSPER: No; the Golden Valley was not abandoned. These leases had turned out large quantities of gold, and were ramifying in various directions. The alluvial men had a title to those leases, which it was now proposed to destroy at a moment's notice. He therefore had a right to protest against it, and would protest with all his power. The proposal was most unjust. Alluvial mining was one of the most valuable kinds of mining which any community could possess; and yet, in deference to the huge and empty report of the Mining Commission, thousands of men were to be thrown out of work, and the existing depression intensified. The passing of the clause as it stood would mean the checking of the growth of Broad Arrow, which had so suddenly sprung into importance. Three months ago, that place was in the last stages of decrepitude; but now an alluvial rush had broken out, and he had learnt to-day that a long line of claims was being pegged out from Smithfield to a considerable distance northward of the Broad Arrow.

MR. MORAN: On leases?

MR. VOSPER: On leases.

MR. MORGANS: Was the hon. member sure of that?

MR. VOSPER: It was absolutely impossible to say where the lead went. This rush brought a sudden influx of prosperity to the town, and it had done a lot to relieve the labour market at Kalgoorlie. All the men who had pegged out claims

since the 23rd September, or later, would be illegally in possession; but this kind legislation was infamous. The Government allowed vested interests to grow up, and then by an Act of Parliament they stepped in and cut the ground from beneath the feet of these people. The clause did not bear the semblance of justice at all. He stood apparently alone on this question, owing to the fact that the alluvial miners, to a great extent, were concentrated in his district, and therefore they had only one voice. The Government were going to dispossess every man who had pegged out a claim since the 23rd September, which was an infamous thing to do. Men had acquired rights since the 23rd September, and the Government were going to deprive them of their rights.

MR. MORGANS: Not on leases.

MR. VOSPER: A man came to him today and stated that there were hundreds of claims in the Broad Arrow district on leases, and a large number had been pegged out since the 23rd September. These men would be dispossessed by the terms of the clause. He wanted to strike out the words "ninety-eight," with a view to inserting "ninety-nine." But there was an amendment that the word "January" should take the place of the word "September"; and he would like to know how he stood in regard to the amendment.

THE CHAIRMAN: The hon. member would find a way of overcoming the difficulty.

THE MINISTER OF MINES: The hon. member was sometimes carried away by enthusiasm, and he imagined things to be facts when they were not facts. The hon. member had said that if the clause remained as it stood, it would injure or destroy a large industry, and throw hundreds of men out of employment. The hon. member was carried away when he made such statements. This clause would affect only those alluvial miners who were on leases; and how many alluvial miners were now working on leases? This clause would not affect the alluvial industry at Broad Arrow. He would like to follow the hon. member's lead; but he must be sure that the hon. member was on safe ground before he did so. The hon. member told the House, the other evening, that a number of men had pegged out claims on leases at Broad Arrow, and that the Government were taking away rights which had been established under the present Act. From his (the Minister's) knowledge of Broad Arrow, he had then told the hon. member he did not think the lead was in the neighbourhood of the leasehold land, and he recognised that it would not be wise to take away rights, if such had been acquired, and that it would be well to pause before doing so. He accordingly telegraphed last night to the warden, and asked if any alluvial claims had been pegged on leases in the neighbourhood of Broad Arrow within the last fortnight; and, if so, were the leases still occupied by the lessees. He did this because he thought that leases might have been pegged out on abandoned ground. He received a reply telegram from the warden at Broad Arrow, as follows:—

> No alluvial claims have yet been pegged out on leases still standing in the neighbourhood of the town of Broad Arrow. The lead is to the south and south-west of the town, and not near any leases.

The Committee had no desire to inflict an injustice on or interfere with the interests of the alluvial miner; but this dual title should cease as early as possible. It had given a great deal of trouble in the colony, and had injured the mining industry to a very large extent. To get rid of the dual title would be of great benefit to the interests of the alluvial miner, because it would give quiet, rest, and peace.

MR. VOSPER: The peace of stagnation, probably.

THE MINISTER OF MINES: It would give peace; and people, instead of fighting and squabbling, and spending their money, would be able to go on mining anywhere, except on leases. The alluvial interest should be maintained in every way; but the member for North-East Coolgardie (Mr. Vosper) ought to be more certain about his facts than he had been this evening, or the evening before. The hon. member was a leader of men, but no one could lead who made statements which were afterwards found not to have been procured from people who really knew. Some people had misrepresented matters to the hon. member, who ought to see that he did not allow himself to

receive such erroneous information in the future.

MR. LEAKE: Whilst it would not be advisable to go so far as the member for North-East Coolgardie proposed, by postponing the operation of this clause for twelve months, yet the clause was not satisfactory as it stood. If he (Mr. Leake) supported the clause, it would be absolutely inconsistent with the remarks he made on the second reading of the former Bill. He disapproved entirely of retrospective legislation, except under exceptional circumstances. These exceptional circumstances he did not see here, and the observations of the Minister went to prove there was no necessity for retrospective legislation. The Minister told the Committee there had been no pegging of leases since the 23rd of September. If that were so, nobody could be injured; but it must be assumed, for the sake of argument, there had been pegging since that date, whether to a smaller or a greater degree. If to a greater degree, the ousting of these people from their titles would create a disturbance, and give rise to real trouble.

MR. ILLINGWORTH: Pegging was going on every day.

MR. LEAKE: If so, that was because this legislation was anticipated.

MR. MORAN: That was exactly the fact.

MR. LEAKE: But the pegging out would be of no good?

MR. MORAN: Leaseholders would be blackmailed.

MR. LEAKE: How could they be?

MR. MORAN: Of course they could.

MR. LEAKE: It might be that the leases were no good.

MR. MORAN: It was on the good leases the pegging was going on.

MR. LEAKE: It was not desirable to argue this question on supposed fact; but the Committee could not shut their eyes to the fact that we were legislating backwards, and consequently might deprive some person of a vested interest. He had declared his intention of protecting vested interests, and he meant to do so as far as possible. Considering the circumstances, no harm could occur if the words "23rd September" were struck out, and the Bill allowed to come into operation at the date of the royal assent; in other words, to come into force at once, seeing that the last clause saved existing rights. The title of the alluvial miner had not yet been conclusively settled in law. True, there was a decision in favour of the alluvial miner; but the question had never got into a court of appeal, which it might do any day, with what result we did not know. If it turned out that the vested interests were slight, then the complaints would be slight; but if the vested interests were greater, then so much greater would the complaints be, and those complaints might accordingly develop into a huge disturbance. An imaginary grievance among a mob of infuriated persons was just as good as a real one, and it was running too great a risk to adopt this retrospective legislation.

MR. DOHERTY: What did the hon. member suggest?

MR. LEAKE: That all the words after "repealed," in line 1, down to "and in," in the third line, be struck out. The effect would be that from the passing of the Bill, the dual title would be dead, while every vested interest up to that day would be recognised. The Legislature had openly allowed the alluvial miner to go on the leasehold, and the privilege could only be taken away from him by legitimate legislation, which was not retrospective legislation.

MR. ILLINGWORTH: There were other places besides Kanowna and Broad Arrow. There were back blocks like Lake View and Pilbarra, where men every day were engaged pegging out claims. How could these men, who had gone into the country under the Act, know that there was to be an alteration of the law? These men took up land there in good faith under the Act, and it occupied two or three months to get from some of those places into the centres of population. Was it to be said that the pegging was to be bad, and that these men were to lose their rights, simply because an Act might come into force during their absence? In ordinary equity, the suggestion of the leader of the Opposition was sufficient; but he (Mr. Illingworth) still urged it would be as well to give a little longer time, in order that these men in the back blocks might have an opportunity of finding out there had been an alteration

in the law, and so directing their movements in accordance with the new Act. No one in the country knew at the present time what this new Bill was likely to be. The original Bill brought in by the Government had been distributed, and now that proposed legislation was thrown aside and something else brought in. Every day men were, under the present Act, pegging out ground in the back country and other places. In places that could easily be communicated with, any alteration in the law would easily be made known; but he had no intention of standing by retrospective legislation, and he hoped the Government would not think of making a Bill of this character retrospective in its nature. He would like the leader of the Opposition to see the importance of giving more time than that suggested. It would be a good thing if we could agree to January 1st, or December for that matter, so that we might give a little time for people to become acquainted with the Bill; and not vitiate any title acquired before it passed. He could not amend his own motion, but, if any member liked to substitute December for January, he would be quite willing to accept it.

MR. VOSPER: There was some reason in what the member for Central Murchison (Mr. Illingworth) said on this subject. He (Mr. Vosper) was opposed to making this clause retrospective. He could not see any reason for it, or what purpose would be served. With regard to what he had said as to Broad Arrow, he obtained his information from what he considered a very credible source, and he gave it to the House as he received it. He would take the trouble to inquire further about it to-morrow, and possibly he would be able to explain on a future occasion how he came to make the mistake. But apart from the question of alluvial miners at Broad Arrow, the proposed clause would affect people in other parts of the country. Although the Minister was very careful to controvert his (Mr. Vosper's) statement about Broad Arrow, on the authority of the warden, he did not give a reason or shadow of excuse for fixing the date as the 23rd September. If a Minister asked the House to take such a step as this he should give some reason for it. The amendment of the member for Central Murchison would give people a chance to stand by their acquired rights, whereas, if the clause were passed as it stood, it would have the effect of robbing a large number of people of their title and the fruits of their labour.

MR. MORGANS: This question certainly involved many difficulties. He did not like retrospective legislation either, but the member for North-East Coolgardie (Mr. Vosper) said no one had suggested any reason why retrospective legislation was necessary. It was well known, and he knew it, because he was in Kalgoorlie in the early part of this week and went over the whole of this ground, that the Ivanhoe Venture——

MR. VOSPER: The whole country was Ivanhoe Venture.

MR. MORGANS: Had the hon. member any objection to his mentioning the Ivanhoe Venture? As he was saying, he went over the Ivanhoe Venture, the Hannans Consols, the Golden Link, and various other claims; and he might say that, since it was mooted this Bill was coming into operation, the alluvial miners had been particularly active in pegging out claims on leases, but it was a strange fact that they had taken no claims outside of leases.

MR. VOSPER: They would take out claims where they thought the gold was, he supposed.

MR. MORGANS: They had no more reason to think gold existed in one place than in another, because it could not be told whether there was gold till they went and looked for it and found it. How was it these alluvial miners were so active in pegging out claims on leases, and did not peg out on land outside leases?

MR. ILLINGWORTH: They could peg outside at any time.

MR. MORGANS: That was one reason why this legislation should be retrospective.

MR. ILLINGWORTH: That was not a reason why it should be retrospective.

MR. MORGANS: Until this question came up, these alluvial miners took no interest in pegging out at all; but now that it was suggested that legislation should be brought to bear upon the subject, they pegged out with one object.

MR. VOSPER: If there was no gold, they would soon get cured of that.

MR. MORGANS: There were hundreds of applications for pegging out claims on Hannans to-day, and for what object? For the purpose of making difficulties between the leaseholders and themselves. He (Mr. Morgans) was in the House as much in defence of the alluvial miner as was the member for North-East Coolgardie; but at the same time he was bound to admit, and this House was bound to admit, that at least leaseholders required some protection against the onslaughts of these men. He submitted that he had adduced one reason why this legislation should be retrospective. There was no doubt that, if the time mentioned by the member for Albany was fixed as the date for this Act to come into operation, there would be hundreds and hundreds of alluvial claims on leases under the Act of 1895, and great difficulties would result — blackmailings, exactions, and extortions. He was perfectly convinced that trouble would be created. There were hundreds of alluvial miners who were honourable and honest men, but there was a great temptation for men to take advantage of circumstances, as had been shown distinctly by their acts in reference to various claims. There was a temptation to peg out claims upon leases, and leave alone other ground which was not leased. In this connection he would read an extract from a letter written by Mr. Gibb Maitland, the Government Geologist, dated 15th February last, as follows:—

There is one matter which I would like to mention now that the opportunity occurs. There is a far greater area of this comparatively deep alluvial ground available outside of leased lands than there is within them, and I am really surprised that such country has not been taken up by alluvial diggers. The land over which the dispute has occurred at Bulong only takes in the end of the ground which is not leased, and which promises to turn out well. When I left Bulong the arrival of several parties of men had just been announced, and it was stated that they intended carrying on alluvial mining at Kalgoorlie.

This was a point he (Mr. Morgans) desired to emphasise:—

Between the Boulder township and the low range of hills which takes in Mount Robinson, there is a very large area of land covered with alluvial deposits identical in character, though perhaps not in thickness, with those which I examined at the Ivanhoe Venture, and, as far as I am aware, none of the ground is held under mineral lease. Eastward of the Australian Hill there is an extensive flat, which is continuous to Hannan's Lake, but although I found in making an examination of a number of abandoned shafts in that locality that alluvial had been cut in them, there had not been, so far as I am aware, any attempt made to explore it. Considering the enormous richness of the lodes which occupy the flanks of the Australian Hill, it has always been a matter of surprise to me that the land I have referred to has not been thoroughly tested for alluvial. A very large portion of it is not held under mineral lease and is open for taking up. In the course of the recent geological survey of the Coolgardie field information was gathered which would make it appear that there are similar areas of alluvial ground within the boundaries of the field which have not yet been touched, and I have no doubt that the same may truthfully be said of every other goldfield in the colony.

The Committee, as business men, could say whether there was not great significance in the constant and persistent pegging out of alluvial claims upon leases, and the absolute estrangement of the alluvial digger from ground not under lease. The intention of the men was apparent, when it was shown that they made no attempt whatever to take up outside ground. Was it not apparent that there was some connection between the stand taken up by the alluvial men, and the persistent pegging out of the leases with some desire on the part of those men to injure the leaseholder?

MR. VOSPER: The hon. member insinuated. Why did he not make a charge? Were there any actual cases yet?

MR. MORAN: Yes; any number.

MR. MORGANS: Without charging anyone, he would ask the Committee, as men of the world, to connect these peculiar circumstances that these men persistently pegged out upon leases, and neglected good ground outside.

MR. ILLINGWORTH: They did so because their time was limited.

MR. MORGANS: The same time was required to peg out on a lease as to do so outside of it.

MR. ILLINGWORTH: The time within which they could peg out was limited.

THE PREMIER: That had only been done recently.

MR. ILLINGWORTH: But it was proposed to limit it.

MR. MORGANS: It was not limited at all. How was it that there was alluvial ground seven or eight miles in length

and at least a mile wide, and known alluvial drift, all Crown land on which no claims had been pegged out? It was most extraordinary; and therefore this was one reason why legislation might be made retrospective, for the purpose of protecting the leaseholder against a rush on his lease in the meantime. The whole of this trouble had been brought upon the mining industry through the indiscretion of the members for East Coolgardie (Mr. Moran) and Central Murchison (Mr. Illingworth).

MR. ILLINGWORTH asked how the hon. member connected him with it.

MR. MORGANS: The hon. member was almost quarrelling, on one occasion, for the honour of having brought in the dual title.

MR. ILLINGWORTH: That was all right.

MR. MORGANS: Both of those hon. members wished to claim the credit of this extraordinary piece of legislation.

MR. ILLINGWORTH said he confessed to his sins, in that respect.

MR. MORGANS: The introduction of section 36 in the present Act had caused the whole trouble.

MR. ILLINGWORTH: It had done a lot of good.

MR. MORGANS: It had done no good whatever. It had caused much needless bitterness and ill-feeling between the alluvial miner and the leaseholder, and it was an innovation certainly discreditable to the two members who introduced it. The hon. member (Mr. Illingworth) had said on one occasion that the Mining Commission was a great whitewashing machine.

MR. ILLINGWORTH: Hear, hear.

MR. MORGANS: The Government did make one mistake, when they appointed that Commission, in not including the hon. member.

MR. ILLINGWORTH: They would not have got him.

MR. MORGANS: The Commission was a whitewashing machine; and it was necessary for the purpose of whitewashing the hon. member, and it at least had the effect of exposing the absurdity and the disastrous results of the dual title.

MR. ILLINGWORTH: Hon. members knew all about it before the Commission sat.

THE PREMIER: A little knowledge was a dangerous thing.

MR. MORGANS: Those members who had introduced legislation unknown in and other part of the world, and which had produced such disastrous results as were to be seen in this colony, should sit on the stool of repentance, and not attempt to show themselves in any way proud of the work they had done.

MR. ILLINGWORTH: Others had made mistakes also.

MR. MORGANS: Good reasons had been shown why some date should be fixed for the clause to come into operation; otherwise the leaseholder would get into serious trouble by the passing of the Bill. This applied particularly to many of the mines in Hannans. There was one for instance, the "Golden Horseshoe"; and, from information he had received the day before yesterday, alluvial miners had already started pegging on that lease; and the result would be enormous difficulties for the Government, for the alluvial diggers, for the leaseholders, and for everybody else. Was it desirable that we should legislate to perpetuate these difficulties, which would cause almost disaster to the mining industry in this country? The member for North-East Coolgardie had stated that alluvial miners had pegged out on leases at Broad Arrow. We knew that was not so, and the hon. member had admitted it.

MR. VOSPER: The information he had received was not correct.

MR. MORGANS: Misleading statements of this kind frequently caused trouble; for had the Minister not gone to the trouble to find out whether what the hon. member had said was true or not, the effect on members of this House would have been serious. When statements of this kind were made, they should be made with caution, and with some knowledge of the facts. The alluvial miners at Broad Arrow had simply pegged out the Crown lands, and they had not gone on to leases at all; and if this clause were to pass, there would be no danger, or difficulty, or injustice to them. It was at Kalgoorlie where the men were pegging out on leases, and where the difficulty would arise unless some date was fixed. If this clause was looked upon as retrospective legislation, although he did not like the principle of retrospective legislation, then there were times when it was

necessary to do justice to all parties. The member for North-East Coolgardie had said that the men who deserved protection in this country were only the alluvial miners.

MR. VOSPER said he denied that entirely.

MR. MORGANS said he had not heard the hon. member say anything in defence of the leaseholder.

MR. VOSPER said he had defended the leaseholder to-night.

MR. MORGANS: The majority of the leaseholders were working men; therefore the hon. member for North-East Coolgardie should champion their cause. In speaking now in support of this clause, his advocacy was entirely in the interests of working men, because they were the principal leaseholders in the colony, and they were the men who required the protection and support of the Government a great deal more than the alluvial miners. They had more risks to run, and their difficulties were greater. The capitalists wanted no defence, for they could look after themselves. Take a mine like the Great Boulder; what difference did it make to the company that owned the mine to have labour conditions or any other conditions in the mining law? There were no sections in the mining law which would affect them materially. Take the Lake View and the other big mines: they did not require the advocacy of anybody in this House or anywhere else, but the leaseholder required advocacy in this House. So far as this question before the Committee was concerned, the working men, who were the leaseholders, might be sufferers from the intrusion of alluvial miners. He knew one or two cases in which they had been. Take the case of the Ivanhoe Venture, in which a large number of working men held shares, what had been the result? Shares that cost £6 or £7 each were now not worth so many shillings. He had shown some reason why the date should be fixed for the passing of the Bill, so that this provision should come into operation. He stood here as much the advocate of the working man as the member for North-East Coolgardie did.

THE PREMIER: While not claiming to represent any particular class of people in this matter, whether working man or capitalist, his object was to try and do what was best for the country; and he thought everyone would admit that section 36 of the Act of 1895 had done a lot of harm, and was doing a lot of harm at the present time. It was keeping away investment in our mines, and was almost a complete bar to new capital coming into the country. If this was the case, and he did not see how it could be otherwise, these people would not be found coming here with their money. Capital was very wary, and was easy to frighten; and people would not invest their money here, if they were to be harassed and annoyed, in addition to having a chance of losing their money entirely. There was no doubt the member for Central Murchison (Mr. Illingworth), and the member for East Coolgardie (Mr. Moran), by the action they took a few years ago, had brought about the present situation. The member for Central Murchison came from another colony, and fancying he knew a lot about mining, though perhaps he had had very little practical experience on the subject, members listened to him as a man of experience, and were guided by his advice; and the hon. member was the means of introducing into our mining legislation a system which did not prevail in any other part of the world. It was a bad day for this colony when the House listened to that hon. member's persuasive eloquence. As to the question at issue, he (the Premier) could not admit that to fix a date on which this clause should come into operation could be called retrospective legislation. This could not injure any one. Retrospective legislation had for its object the injuring of someone who had acquired rights; whereas, this clause provided that, up to the date of introducing the Bill, all rights acquired should be respected, but that no new rights should afterwards be acquired. When the Treasurer introduced a Tariff Bill, the measure took effect from that date, although perhaps the Bill might not come into operation until a month or so afterwards.

MR. ILLINGWORTH: That was not retrospective.

THE PREMIER: And neither was this clause.

MR. LEAKE: Yes; it was.

THE PREMIER: No rights were interfered with by this clause; and what injustice could it do to anybody, provided the legislation was good? If the legislation were bad, it was equally bad to fix a date; but if the legislation were good, who would be injured?

MR. ILLINGWORTH: The man who did not know anything about it.

THE PREMIER: Then that man had not acquired any right, and to take away what a man had not acquired could not be doing an injustice. It was only reasonable that if people, especially on the goldfields, thought they could get any advantage by pegging out in the short interval between the introduction of the Bill, and the royal assent, some persons would be sure to do so. In all branches of business, if an advantage could be obtained, some people were always willing and anxious to avail themselves of that advantage. The Committee might be sure that between the introduction of the Bill and its passing, however short the interval might be, a lot of new rights would be acquired, with the object of making money out of them. There were also persons who desired to promote the best interests of the country, but in a new country we were all engaged in the "struggle of life," doing the best we could for ourselves; and if the door were left open, people would take advantage, and there would no doubt be hundreds and hundreds of cases of pegging, for the purpose of making the best terms possible, in case they had to be bought out. Leaseholders comprised every class of people, rich and poor: there was also the prospector who took out his lease and tried to work it himself, or sell it; and then came the capitalist, who bought. The backbone of the gold-mining industry in Western Australia at present were the leaseholders. He did not wish to disparage in any way the alluvial diggers, or any other class of persons; but he knew where the gold came from, and it was obtained by the leaseholders.

MR. MORGANS: Ninety per cent. of it.

THE PREMIER: How much of the 80,000 or 90,000 ounces of gold exported each month was produced by the leaseholder, and how much by the alluvial miner? Who were the employers of labour all over the goldfields, and who kept the goldfields going? Was it the leaseholder or the alluvial miner? He had no hesitation in saying that the leaseholder was the great factor in the development of the goldfields of the colony. The alluvial miner did a great deal of good, as a producer of wealth and a consumer, and was entitled to everything the law could give him. A great deal was heard about the rights of the alluvial miner, but not much was heard about the great good the leaseholder was doing in bringing capital to bear on the production of gold, in giving employment to a large number of people, and in being the chief promoter of gold-production, and of the gold-mining interests of the colony. Were we as sensible people to do anything that would injure the leaseholder? It was a mistake to imagine the leaseholder as a bloated capitalist living in London, because, very often, he was one of ourselves.

MR. MORAN: In nineteen cases out of twenty.

THE PREMIER: There were many people in Perth, and he classed himself amongst them, who had lost a good many pounds in trying to develop the gold-mining industry of the colony. Some mines had been abandoned, after thousands of pounds had been spent on them, and in starting prospecting parties here, there, and everywhere. But those people did not much care when they had lost their money; they had played for a good stake, and lost. In other cases, perhaps, they gained; but they were all trying their best to develop the industry. He himself, had very little interest in leases now, because he believed all those in which he had been interested, had been abandoned. At the same time, those who were interested in leases, deserved consideration as well as any other class of the community. His opinion was that we would act wisely in fixing this date. We would do more good than harm in fixing it, because if these lands were auriferous and worth pegging out, there had been plenty of time for it since the Act of 1895 was passed, and he did not think we need much consider those persons who ran for pegging claims on leases after this Bill was introduced. We had the opinion of the Government Geologist, and also the member for Coolgardie (Mr.

Morgans), that there was plenty of land outside the leases equally good.

A MEMBER: Ten times as much.

THE PREMIER: It was questionable whether the men to whom he referred were working in that *bonâ fide* manner which we desired to see. On the contrary, it seemed to him, if we looked at the matter as reasonable persons, we should find the object of this rush at the eleventh hour to peg out claims on leases was to obtain profit. If we gave our assent to the legislation now proposed, there was no reason why we should not fix the date specified.

MR. KINGSMILL: The clause, as it stood, would not meet with his support. In spite of what the Premier had said, he (Mr. Kingsmill) must maintain that the fixing of the date on the 23rd September made this legislation retrospective, and nothing else. He was willing to admit that the introduction of section 36 in the Act of 1895 was a piece of folly perpetrated by two members.

MR. MORAN: One only, the member for Central Murchison.

MR. KINGSMILL: That section was a piece of folly and a mistake. But were we not going to act now with a full knowledge of what we were doing? He could not give his assent to a piece of legislation of this sort. The Premier had said that to the leaseholder was due the mining prosperity of this colony.

THE PREMIER: Not quite that. What he said was that at the present time the leaseholder was the chief factor.

MR. KINGSMILL: The Premier qualified it; but he (Mr. Kingsmill) would ask who was the man who first found gold? And who was the man, in almost every instance, who paved the way for the leaseholder? It was the alluvial man who found Kalgoorlie.

A MEMBER: The leaseholder.

MR VOSPER: The alluvial man.

MR. MORGANS: Hannan took out a lease.

MR. KINGSMILL: The alluvial miner had no further right to consideration than the leaseholder, but he had at least as much.

MR. VOSPER: The Premier had said the reason for pegging out claims referred to by the member for Coolgardie (Mr. Morgans) was that of profit. The pegging out of an alluvial claim, or of a leasehold, at any time, was with the object of profit.

THE PREMIER: This rushing in, that had been referred to, was what he spoke of.

MR. VOSPER: Some statements had been made which were not altogether justified by the facts as far as we knew them. The member for Coolgardie (Mr. Morgans) asserted that because certain persons had been given the power to acquire certain rights under the present law, it was a good reason for making the law restrospective so as to destroy the rights which had been acquired. He (Mr. Vosper) could not agree to that for a single moment. Owing to the recent developments which had taken place on the Invanhoe Venture Company's lease these men had been led to suppose there was a valuable deep lead, and that was supposed to go through a series of leases also in that neighbourhood. It went forth to the world generally that we in Western Australia contemplated the abolition of the dual title as soon as we could get it through; and the Government were distinctly hurrying it through. We knew that as far as present circumstances went, the land outside leases would remain open to the alluvial miner for some time to come; but there was an attempt to interefere with the right to acquire treasure he might possibly obtain upon leases; and it was natural that he should take advantage of the present law before the alteration was effected. These men had paid for their miner's right and acquired property.

THE PREMIER: The Government were not going to take it away from them; but what they said was that after a certain date they should not acquire more.

MR. VOSPER: Miner's rights had been sold on the understanding that section 36 was good law, and now the Government were going to step in and deprive people of property acquired.

MR. MORAN: What did a miner's right say?

MR. VOSPER: "Subject to the Act and regulations."

MR. MORAN: On Crown lands only.

MR. VOSPER: The privileges granted to the holders of miner's rights under section 36 were clear. A miner's right

conferred on its holder all the privileges granted him by the Goldfields Act, including those granted by section 36. He declined to discuss the question of whether the member for East Coolgardie or Central Murchison had acted foolishly in the past.

MR. MORAN: They had sown their "wild oats."

MR. VOSPER: The miner claimed a certain title, and Parliament should be careful not to introduce retrospective legislation to interfere with acquired rights. Tht amendment before the Committee was a reasonable one; but the Government appeared to think that, by making the clause retrospective, they should avoid trouble. On the contrary, the Ministry would thereby be taking the leaseholders' troubles on their own shoulders. The leaseholders would call upon the Government to expel the alluvial men from their leases, by force.

MR. MORGANS: That might happen in any case.

MR VOSPER: Yes; but it would give the men genuine cause for disaffection, the results of which, if disastrous, would not be surprising. If, on the other hand, it were provided that the dual title should cease after January next, none could have the slightest excuse for disturbing the peace of the country. The Government sought to undertake a very serious responsibility in disturbing these vested interests. The member for Coolgardie (Mr. Morgans) objected to his showing signs of impatience at the mention of the Ivanhoe Venture. There had been too much time devoted to the grievances of the shareholders in that company, as if they were the only sufferers, whereas the leaseholders at Bulong had suffered, as well as those at Kalgoorlie. The Ivanhoe Venture people suffered because their manager acted foolishly by pegging out more ground than he should have taken; and whatever they were entitled to was vitiated by the action taken. Yet, from the manner in which some hon. members spoke on this subject, from the Select Committee appointed, and the inflammatory remarks about armed force concerning men who were really only asserting their legal rights which had been upheld by the Supreme Court, one would think the Government of the country existed purely for the purpose of protecting this particular mine. The member for Coolgardie (Mr. Morgans), who claimed to be, and was to some extent, a friend of the working man, went on to demonstrate his extreme friendship by laying a further charge against the alluvial diggers around Kalgoorlie. They had been accused of law-breaking on their first attempt to go on the Ivanhoe lease; whereas that charge was flatly disproved in the Supreme Court. Then they were accused of theft, and that charge was upset by the warden's court. Now the hon. member hurled at them a fresh accusation of blackmailing; but there was no more proof of this than of the other charges.

MR. MORGANS said he had not made the charge, but had said it might be so.

MR. VOSPER: The insinuation was made that the men went on leases for the purpose of blackmailing, when there was equally good ground on Crown lands outside those leases.

MR. MORAN said he had himself made a deliberate charge.

MR. VOSPER: True; the last speaker had taken up a more manly stand; but the charge was not susceptible of proof.

MR. MORAN: Was it not?

MR. VOSPER: Then the hon. member should be prepared to bring his proofs.

MR. MORAN: To waste the time of Parliament, as did the hon. member.

MR. VOSPER: The accusation of theft has been entirely disproved.

MR. MORAN: On a quibble. The men stole the gold, all the same.

MR. VOSPER: It was open to question whether the gold came out of their claims or out of the mine. The Supreme Court dismissed the charge of law-breaking brought against the men; the charge of theft was dismissed in the warden's court; now they were accused of blackmailing. It was shameful to make use of the privilege of Parliament to malign men like these, who had no means of defence, unless through their representative in this House. He was here to defend these men against accusations from all quarters. We had no right to assume they went upon the leases for blackmailing purposes. He believed they would strike gold there: and it was not at all surprising that they were making all the speed they could to peg out as many

claims as possible before the new Bill came into operation; and this House had no right to interfere with their doing so by making it retrospective.

MR. MORAN: Then there could be no right to make it take effect twelve months hence, or at any other time.

MR. VOSPER: Yes; there was. Section 36 was still in existence.

MR. MORAN: Was it a good or a bad law?

MR. VOSPER said he was dealing with the question of making the Bill retrospective. If the Government would consent to withdraw the word "September" and substitute the amendment (Mr. Illingworth's), they would have no further trouble from him.

MR. GEORGE: Was the principle right or not?

MR. VOSPER: It was a question of whether the clause was to be made retrospective. The men were accused of blackmailing, because they neglected to go on alluvial ground outside leases. A glance at the district would indicate why they preferred to remain where they were. The very fact that the area of ground to which the hon. member (Mr. Morgans) had alluded was seven miles long and one mile wide indicated that the gold therein would be greatly disseminated and diffused, showing how unwise it would be for the men to go very far from the lodes of the mines.

MR. MORAN: Then there must be a lode on the Venture?

MR. VOSPER: It did not necessarily follow. Some of the best gold had been found around Hannan's Reward claim; and, if there was a deep lead running away to the flats below Hannan's Lake, it merely showed that there was a worse prospect of obtaining payable alluvial the further the lead departed from the existing leases. They had a narrow gutter which contained rich gold, but outside there was a huge lake bed, full of rubbish of all kinds, which probably went a grain of gold to the ton. The men simply went where the richest gold was found, and it was no case of black mailing. He hoped there would be no more accusations thrown about. It was not fair for members to say that persons were guilty of blackmailing when those persons had not an opportunity of defending themselves in this House. Even if there was a minority of one, that minority had a right to be heard.

MR. DOHERTY: There had been a great waste of time, and the Committee should get to business at once. The discussion had been going on long enough.

MR. MITCHELL moved that the question be now put. Parliament had been sitting three and a half months, and it had done nothing.

MR. VOSPER: Talking "tick" all the time.

MR. ILLINGWORTH: Could a member discuss the motion that the question be now put?

THE CHAIRMAN: No.

Motion—That the question be now put—put and passed.

Amendment (Mr. Illingworth's) put, and a division taken, with the following result:—

Ayes	...	...	10
Noes	...	...	17
Majority against		...	7

Ayes.	*Noes.*
Mr. Conolly	Mr. Connor
Mr. Gregory	Sir John Forrest
Mr. Illingworth	Mr. George
Mr. Kingsmill	Mr. Hall
Mr. Leake	Mr. Higham
Mr. Oldham	Mr. Hubble
Mr. Vosper	Mr. Lefroy
Mr. Wallace	Mr. Locke
Mr. Wilson	Mr. Mitchell
Mr. Kenny (Teller)	Mr. Moran
	Mr. Morgans
	Mr. Pennefather
	Mr. Piesse
	Sir J. G. Lee Steere
	Mr. Throssell
	Mr. Wood
	Mr. Doherty (Teller)

Amendment thus negatived.

MR. MORGANS moved, as an amendment in the same clause, that in line 4, all the words after number "36" be struck out, and the following inserted in lieu thereof:

An application for a lease shall entitle the applicant to mark out and take possession of the land applied for and to hold the same, except as against any holder of a miner's right desirous of taking possession of any portion of the said land as an alluvial claim: Provided always that no claim shall be taken up upon land applied for as a lease unless 50 feet distant from the line or supposed line of reef or reefs by

surface measurement, and the applicant for the lease shall, within 48 hours of being served with a notice requiring him to do so, define as nearly as possible by a line the actual or supposed line of reef, but it shall not be lawful to define more than one supposed line of reef: Provided that any miner searching for and obtaining alluvial as aforesaid shall do so without undue interference with the bona fide operations and workings of the applicant for the lease, or with the buildings or shafts reasonably required by him: Provided also that the applicant for a lease may, subject to the regulations, obtain an alluvial reward claim for any new discovery of alluvial made by him within the boundaries of the land applied for.

MR. MORAN: There was a general feeling that progress should now be reported. The crux of the question was disposed of, and as it was likely a compromise would now be arrived at, hon. members would like to see the new clause or amendment draughted by the Minister of Mines, also that of the member for Coolgardie (Mr. Morgans), and that of the member for Albany (Mr. Leake).

THE MINISTER OF MINES said he knew nothing of the new clause.

MR. MORAN: It was the Minister's own clause.

THE MINISTER OF MINES said he had not seen it.

MR. MORAN moved that progress be reported.

Put and passed.

Progress reported, and leave given to sit again.

ADJOURNMENT.

The House adjourned at 12.41 midnight, until the next Tuesday.

Legislative Council,

Tuesday, 4th October, 1898.

Papers presented—Death of the Premier of Queensland, Reply to Message—Health Bill, Recommittal (adjourned)—Local Inscribed Stock Act Amendment Bill, third reading—Shipping Casualties Inquiry Bill, third reading—Motion: Diamond Mining and Regulations; to disallow Regulations (negatived)—Workmen's Wages Bill, first reading—Agricultural Lands Purchase Act Amendment Bill, first reading—Coolgardie Goldfields Water Supply Construction Bill, first reading—Adjournment.

THE PRESIDENT took the chair at 4.30 o'clock, p.m.

PRAYERS.

PAPERS PRESENTED.

By the COLONIAL SECRETARY: Government Railways and Tramways, Report for year ended 30th June, 1898. Public Works Department, Report for the year 1897-8.

Ordered to lie on the table.

DEATH OF THE PREMIER OF QUEENSLAND, REPLY TO MESSAGE.

THE PRESIDENT reported that he had received the following telegram from the President of the Legislative Council, Queensland, in reply to the resolution of sympathy passed by the Council on the occasion of the death of the Hon. T. J. Byrnes, Premier of Queensland:—

To the Hon. G. Shenton, President Legislative Council.—Your kind message conveying sympathy Legislative Council Western Australia, received last night; this will be communicated our Council at its meeting next week.—H. M. NELSON, President Legislative Council.

HEALTH BILL.

RECOMMITTAL.

On the order of the day for third reading,

THE COLONIAL SECRETARY (Hon. G. Randell) moved that the Bill be recommitted for amendments. Three of the intended amendments consisted of clauses which were in the present Act, but which by some oversight on the part of the draftsman, had been left out of the Bill. The other amendments were of a minor character.