It was as much for their protection as for the passengers on the railway.

The Minister for Mines: The point would be looked into, but he thought all the powers necessary were at present in the hands of the Government.

Mr. FOULKES: If the Government did not exercise the power at the time, nothing could be done, unless the clause was made retrospective. That was why he suggested that the words "or continue to mine" should be added.

Mr. EWING: It was not quite clear whether the excavations were made before the railway was built or not, therefore to impose conditions on a company now would be unreasonable. He had pointed out that there was a very serious inconvenience to people living six or seven miles out of Collie in not being able to use the train service which was running at the present time. Of course as member for the district he made representation to the Government in this direction, but he had never gone so far as to try and urge them to carry passengers where there was any danger. He understood the matter had been considered. This was not merely mining under a railway line, but there were huge excavations, and either the Government or the company must at an early date find the money necessary to shore up that portion.

Clause passed.

Clauses 277 to 280—agreed to.

Clause 281—Lien for wages:

The MINISTER FOR MINES: It would be wise to report progress now, as the clause could be argued for some little time, and he knew there were certain members absent who would like to speak on it. He moved that progress be reported.

Progress reported, and leave given to sit again.

ADJOURNMENT.

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

Legislative Assembly.

Thursday, 22nd October, 1903.

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

Prayers.

PAPER PRESENTED.

By the Minister for Works: Return to order of the House, dated 30th September (moved for by Mr. Reid).

QUESTION—SAVINGS BANK ADVANCES AND SECURITIES.

Mr. HASSELL, for Mr. Stone, asked the Treasurer: 1, Whether he will supply the House with a description of the securities held by him for moneys advanced from the Post Office Savings Bank funds; and 2, A list of the names of those in arrears with their interest, and the amounts overdue.

The TREASURER replied: 1, Freehold Securities £92,422 10s., Mortgage Bonds £157,310, Agricultural Lands Purchase Debentures £62,721 11s. 2d., Local Inscribed Stock Certificates £904,853, Metropolitan Waterworks Board Debentures £407,520 12s. 9d., Goldfields Water Supply Administration Debentures £65,537 19s. 4d., Municipal Debentures £55,000, Canning Drainage Board Debentures £500; total, £1,745,865 13s. 3d. 2 (list of those in arrear with interest), £3 13s. 4d, half-year 30th June, 1903; £12, year, 30th June, 1903; £12, half-year 30th June, 1903; total, £27 13s. 4d. The amount of £15 13s. 4d. has since been paid, leaving £12 outstanding.

QUESTION—FREMANTLE HARBOUR, Mr. LESLIE'S REPORT.

Mr. MORAN asked the Premier: 1, Whether he intends to lay on the table of the House the special report of Mr. Leslie on the working of the Harbour Trust. 2, If so, when?

The PREMIER replied: 1, Already answered in reply to a question put by

another member. 2, The report of the Engineer-in-Chief is just to hand, and copies of the reports are now being typed for each House.

SITTING HOURS OF ASSEMBLY.

ADDITIONAL, TO EXPEDITE BUSINESS.

THE PREMIER (Hon. Walter James) moved:

That, until otherwise ordered, on and after Tuesday next the House do meet at half-past two, p.m., on Tuesdays, Wednesdays, and Thursdays, in addition to the present hours of sitting.

The object was to expedite the dispatch of business on the Notice Paper, so that the session might, as soon as possible, be closed. The motion would doubtless have the unanimous support of members, when they recollected the discussion at the beginning of the session as to sitting days and hours. Country members had been anxious to meet at 2·30, but the metropolitan members had objected and secured the adoption of 4·30; and the House had since met at the latter hour on Tuesdays, Wednesdays, and Thursdays. In return for that concession metropolitan members might, for the convenience of country members, agree to meeting at 2·30. Each succeeding session apparently showed that if the work of the House were to be disposed of in anything like reasonable time, the practice of meeting at 4·30 must be altered; or if it was maintained, the House must either sit longer or sit on an extra day per week. It must be obvious that when we sat on only three days a week, meeting at 4·30 and usually adjourning about 10·30 if not earlier, the working hours available were very limited; and every session it was found that when the hours were lengthened greater progress was made. All must admit that, after work started in the House, some little time was required for members to settle down; and after meeting at 4·30 the House generally got into working order, with a good chance of doing business, about 9 or 10, just before the adjournment. But when it met at 2·30 it got into working order more promptly, and as satisfactorily as when the hours were shorter. As the country members met the wishes of the metropolitan at the beginning of the session, the latter should now reciprocate by meeting at 2·30 for the remainder.

MR. G. TAYLOR (Mount Margaret) supported the motion. At the beginning of the session he pointed out the necessity for meeting at 2·30, so as to prorogue earlier in the year. To this the metropolitan members then objected; but it could not now be said that they either objected to or acquiesced in the present motion, because they were conspicuous by their absence. During not only this but last session, the work was generally left to the same members on each day, whether the hour was late or early. The same members turned up every afternoon at 4·30, and were generally present at the adjournment, whether that happened at 10, midnight, or 1 a.m. He wished to call attention to the fact that few members were regular attendants.

MR. C. J. MORAN (West Perth) supported the motion, and would welcome a farther extension of working days by including Friday, on which day also the House should meet at 2·30. On one important point he hoped the Premier and the leader of the Opposition (Mr. Pigott) had an understanding. As the desire was now to expedite business, and always give Government business precedence, members were entitled to have laid on the table as soon as possible all the measures proposed to be brought in by the Government.

THE PREMIER: Hear, hear.

Question put and passed.

GOVERNMENT BUSINESS, PRECEDENCE.

THE PREMIER (Hon. Walter James) moved:

That after Wednesday, the 28th October, Government business do take precedence of all other business during the remainder of the session.

Members would doubtless agree that the change recently made by giving to private members one full day per fortnight had been more effective in disposing of private members' motions than the old system of giving half a day in each week, the result being that such motions now on the Notice Paper ought to be disposed of in the course of one Wednesday. This motion left next Wednesday intact; and that day should suffice for dealing with new motions The motions which now stood adjourned and formed part of the Orders of the Day, also such of the

pending motions as might be adjourned, could be dealt with in the ordinary course as they appeared on the Notice Paper.

Mr. H. DAGLISH (Subiaco): If any member desired to bring forward a matter before the close of the session, he would now have no opportunity of doing so except by the special permission of the Government. Private members who desired to bring forward anything should be able to do so, especially when a member felt compelled to bring forward a proposal he believed to be in the interests of the State. The Government should not have an absolute monopoly of the time during which the House sat. It was a bad principle which was not necessitated by the present condition of the Notice Paper, so far as private members' business was concerned. He hoped the House would not agree to the motion. He would far sooner see the House sit four days a week and a little later, in order that private members should have the right to introduce business during the session. If a motion such as was proposed was necessary later on it could be brought forward; but at the present early stage of the session the House was not justified in passing it.

Mr. R. HASTIE (Kanowna): Next Wednesday we could dispose of all the private members' motions on the Notice Paper, by discussing them and then adjourning one or two of the more important. In addition to those motions not yet dealt with we had a number of discussions to finish, which would be in no way provided for if Government business took precedence every sitting. The Government should consider this as well as the very important matter mentioned by the member for Subiaco.

The PREMIER (in reply as mover): One did not follow the argument of the member for Subiaco that there should be, during the whole session, one day each week for private members' business, for if the hon. member's argument was at all good, it amounted to that. In every Parliament private members' business was set aside at one stage of the session.

Mr. Daglish: At the close.

The PREMIER: The argument of the hon. member was to have one day right through the session. He had not for some time past seen on the Notice Paper any increase in private members' motions; there being certainly no important additions. Members would have the opportunity of placing on the Notice Paper any motions before the next Wednesday, and the motions could afterwards be adjourned and put in the Orders of the Day.

Mr. Daglish: Could private Bills be brought forward?

The PREMIER: They could be dealt with in the Orders of the Day. There was no reason why we should give one full day a fortnight to private members' business, especially when we sat from 2·30 o'clock.

Mr. Bath: If there was no private members' business the Government could bring on their business.

The PREMIER: Experience showed that the more time given to members, the more they brought forward motions and put them on the Notice Paper. If the Wednesday after the next Wednesday were left available we would find motions coming along, very often not of pressing importance, but put on because there was a private members' day available. The great bulk of the motions now on the Notice Paper could not be said to be so pressing in importance that they needed to be decided at once. [Mr. Hastie interjected.] If the hon. member's motion could not be disposed of on next Wednesday, it could be dealt with in the ordinary course.

Question put and passed.

MINING BILL.

IN COMMITTEE.

Resumed from the previous sitting.

Mr. Harper in the Chair; the Minister for Mines in charge of the Bill.

Clause 281—Lien for wages:

Mr. HASTIE: The clause provided that all miners' wages should be a first charge in priority to any existing mortgage or charge or other encumbrance on a mine, while the existing Act provided that three months' wages should be a first lien on a mine, but did not give any priority over a mortgage. It was the custom on the goldfields for people owning machinery to put it on a mine, in many cases paying next to nothing for it. When for some reason the owners were not able to pay the wages, the men found

that all the machinery was mortgaged, and that they had practically no security whatever for their wages. The Minister had met that want by providing that the men should be allowed four weeks' wages, and that these wages should take precedence over any existing mortgage. It then became a question, once that principle was adopted, as to what time wages should get priority over any existing mortgage. In Kalgoorlie and Coolgardie and other places where wages were paid fortnightly, one month seemed amply sufficient time for a lien over a first mortgage, but in many other places in the country the time did not seem to be quite sufficient. He intended to move that three months should be the time. Perhaps that was too long a time at the initiation of such legislation, but miners in country districts should be placed as near as possible on the same basis as those people in towns. In places outside mining centres wages were paid monthly, and in many instances once every six weeks. He desired to extend the time over and above the four weeks proposed by the Minister. There was another point to which he would call the attention of the Minister. According to Section 84 of the present Act, miners had three weeks' priority for wages except over a mortgagee. If the clause was passed as it stood, would miners still have three weeks' priority over everyone except the mortgagee, although the Act would be repealed by this Bill? He thought he was right in saying that the Workmen's Lien Act already provided for a lien.

THE PREMIER: The Workmen's Lien Act would not assist members far.

MR. HASTIE: It was apparent that four weeks was not sufficient because after that time men would have to come in as ordinary creditors. It was very necessary in many parts of the goldfields for managers of gold mines and leaseholders to ask men to work for a longer time than four weeks without wages, as wages were scarcely ever paid in country districts exactly every four weeks. After the four weeks had been worked the men had to wait for a week or two extra so that the pay could be made up; therefore, to cover that time it would be necessary to extend the period to at least six weeks. That would not suit in every case. He moved as an amendment:—

That the words "four weeks" be struck out, and "three months" inserted in lieu.

THE PREMIER: The principle which underlay this clause was not one which had a peculiar application to gold mines or any other mines; it was one that applied generally, and in connection with which therefore he might say, with respect to the Minister for Mines, that he (the Premier) could express as good an opinion as the Minister, and it was one of those matters on which he had his opinion strongly in favour of the clause as it stood. The clause gave to miners, and the class of employees mentioned in the clause, a preferential right over a mortgagee with a registered mortgage, and over every other claimant to the extent of four weeks' wages. It put the class of person referred to in the clause in a better position than was enjoyed by any other employee in the State. He did not say for that reason it was undesirable for we were dealing with this class of employees and were extending to them the protection they were entitled to. In addition to the protection specially obtained by the clause, if bankruptcy intervened and there was more due than a month's wages, the miner then came in after the mortgagees under the Bankruptcy Act to the extent of £50. [MR. ILLINGWORTH: Was that a first charge?] That was a first charge after securities, and after mortgages. There would not be priority to a mortgage. As the law stood in regard to bankruptcy and liquidation, preference was given to persons mentioned in Section 8 of the Bankruptcy Act, and it was substantially the same in the Companies Act. By Clause 281 we gave persons to a certain limited extent, an amount measured by four weeks' wages, preference over everybody. Did members think it would be wise to go farther than that. If men were working for a company which they knew to be practically insolvent they were working at their own peril, and could not complain. The object of the clause was to protect men from being swindled. Men might be working for a company having no reason to imagine that there was any risk, and at the end of a fortnight or a month the company,

which had been paying in the past, might be found to have no money. [Mr. Illingworth: And that the plant was mortgaged.] Yes. When once an employee got beyond that stage at the end of a fortnight or a month, and when pay day came round and there was no money, if a man was encouraged to go on working it would be at his own risk, and not at the risk of the mine owners, or at the risk of the men who had their money invested in the mine. Directly a condition of affairs arose which indicated to the men that there was financial trouble, if the men continued to work for the company they continued to work at their own risk, and were not entitled to come to Parliament and ask for special conditions in their favour.

Mr. Johnson: The men would jeopardise the lease if they knocked off.

The Premier: The member for Kalgoorlie gave one of the best agruments in favour of his (the Premier's) contention. It hardly needed special provision being made beyond the first fortnight or the first month, because if the men knocked off work it would jeopardise the lease, and that was sufficient guarantee to insure the owners of the property making adequate provision for the labour conditions being carried out. But so far as the miner was concerned that did not trouble the miner. One could hardly suggest that a miner would work for nothing to save the lease from forfeiture. [Mr. Johnson: Miners had done that.] But he was talking of the general rule rather than the exceptions. There could be no moral claim for protection if the employer had indicated the fact that there was financial trouble. It was admitted that the overwhelming number of men were paid fortnightly or monthly. There might be a few cases where men were paid at longer intervals, but legislation was enacted not for the exceptions, but for what was the average. When we allowed two fortnights' pays or one month's pay, we said that that was adequate time within which it could be brought home to the mind of the employee that the men for whom he was working had no money.

Mr. Hastie: Make the period five weeks. Men were not paid immediately they had earned their money.

Mr. Bath: A week was kept in hand.

The Premier: The clause gave protection for four weeks' wages, but the hon. member suggested that there might be a condition of affairs in which five weeks' wages were held back. Supposing payment were made on the first of the month, the hon. member suggested that on the first of the next month what was due then was not four weeks but five weeks' wages, although the man would only be paid for four weeks' work. If that was so, then the clause gave a protection for four weeks, and not for the five weeks. How many cases were there in which that would crop up?

Mr. Bath: The majority of cases.

Mr. Atkins: It was money held in hand—back time.

The Premier: It would be well to have farther discussion on that point, because it was not exactly clear how many weeks' wages would be due. The payments were made at stated periods. He would like to hear the explanation of the hon. member for Hannans; but one could not for a moment approve of the suggestion of the member for Kanowna (Mr. Hastie) that the time should be extended to three months. The utmost that could be agreed to would be five weeks.

Mr. Taylor: Make it two months.

The Premier: That would be too long.

Mr. Taylor: Make fortnightly pays, and give priority for a month's wages; or make monthly pays and give two months' priority.

The Premier: Men who had advanced money to companies and had registered mortgages were entitled to some consideration. Miners who had an indication that the owner could not pay them could cease work.

Mr. Bath: In most of the mines, he might say in almost all of the mines on the Kalgoorlie belt, men worked up to a certain date, and the pay was made up to that date, but the men did not get their pay until a week later, as it took that time to make up the books. One week was held in hand. If a man started to work on one pay-day he would have to work five weeks before he got four weeks' pay, so that while a man might work four weeks and be entitled to four weeks' pay, if the provision was carried the man

would have to work five weeks and only have the right to a lien on the property for four weeks' pay, therefore he would lose one week's pay.

MR. TAYLOR: It was not necessary to extend the lien to three months' wages as indicated by the member for Kanowna (Mr. Hastie). Monthly pays were almost universal in the outlying places on the goldfields; the only outlying place where there was a fortnightly pay was at Mount Morgans, and that had come into force only quite recently. A man working for a company which paid monthly did not receive his pay until perhaps he had five weeks' work in, and he might not know the company was not in a position to pay. Not only in gold-mining but in other classes of work, men had been willing to work on another week or two; but if this clause were passed and men worked on for three weeks, and the mortgagee closed on the property, those men would only be able to claim four weeks' pay, and the time they had given to the manager to get over the difficulty would be lost to them. It should be compulsory to pay fortnightly; and if that were so the month provided in the clause would cover the case. If the men on a mine got to know it was not paying and they knocked off, no other men would go to work, and there would be no possible chance for that company. It was to be hoped the Minister would give an assurance that he would endeavour to insist upon fortnightly pays, in which case the month mentioned in the clause would be sufficiently long.

THE PREMIER: If the period were lengthened, it would be encouraging monthly payments.

MR. TAYLOR: If pays were monthly, the time stipulated in the clause would not be sufficient protection; but it would be so if the pays were fortnightly. If pays were to be monthly, the time stipulated in the clause should be two months.

THE PREMIER: We should look at the matter also from the mortgagee's point of view.

MR. TAYLOR: The mortgagee might be better off than if work were stopped.

THE PREMIER: After an owner went bankrupt, the business would be going on not at his own expense, but that of the mortgagee.

MR. TAYLOR: The owner might pull round.

THE PREMIER: But whatever the owner got, the mortgagee could not get more than his money back.

MR. TAYLOR: If a company went bung, the mortgagee would not get his money back.

THE PREMIER: The mortgagee would have a chance because of his security.

MR. TAYLOR: If pays were monthly, the time stipulated should be two months instead of four weeks; but if pays were fortnightly, the month would meet the requirements.

MR. WALLACE: While we owed a duty to the workmen, let us remember our duty also to the mortgagee. We had Acts dealing with mortgagees, and he asked the Attorney General to keep that in mind and not jeopardise the mortgagee's position solely to protect the workmen. The member for Mt. Margaret had struck the keynote which the Minister should adopt, to make pays fortnightly, because it would be admitted by everyone who knew that the men usually went into the second pay before they got the first pay. If men went beyond the second pay, we should not protect them to the extent of one shilling; and if, as he understood was the case, we had some power under the mines regulations to enforce a fortnightly pay, it would not be a hardship to do that even in the outlying districts. With fortnightly pays, it would be fair to leave the clause as it stood; but with monthly pays there was nothing but to fix the time in the clause at two months. We should have to protect the workmen for two pays, whether the pay was fortnightly, monthly, or any other. We had favoured one class during the last two sessions, and were infringing on the rights of others. He hoped the member for Kanowna (Mr. Hastie) would rather advocate fortnightly pays and protection of two pays than extend the time to two months.

THE PREMIER: If the member for Kanowna (Mr. Hastie) thought we should have a fortnightly pay, and the member for Mt. Margaret (Mr. Taylor) was of opinion that if we had a fortnightly pay four weeks would be sufficient, it would be wise to vote for the clause as it stood,

because that would go a long way to encourage fortnightly pays.

MR. TAYLOR: There should be in this Bill or in the mining regulations power to insist on fortnightly pays.

THE PREMIER: If we introduced a clause that wages were always to be paid fortnightly, we should be doing what had never been done before in mining legislation, saying what wages should be paid. There were many things which Parliament thought should be done, but it endeavoured to do them by an indirect method. If this clause as it stood would have the effect, as he understood from mining members would be the case, of encouraging fortnightly pays—[MR. HASTIE: No]—was it not wise to leave the clause as it stood, because notwithstanding the interjection that it would not encourage fortnightly pays, it must be obvious that this clause would. If it were a fact that four weeks would be ample protection on a fortnightly pay but not sufficient on a monthly pay, ought we not, if we thought fortnightly pays the proper thing, to base our legislation on that assumption? The men could take the necessary steps to protect themselves by claiming fortnightly pay.

MR. ILLINGWORTH: If there was power under the regulations to bring about fortnightly pays, he hoped it would be exercised. In his electorate companies paid monthly. Men got four weeks' supplies at the stores, and it afterwards paid a man better to go away from the mine than pay the debt.

THE PREMIER said he was astonished to hear that.

MR. ILLINGWORTH: In the electorate represented by the Premier every man was perfectly honest, but he (Mr. Illingworth) would not like to say that of every man in his electorate.

THE PREMIER: Without saying every man in his electorate was honest, on the average they were.

MR. ILLINGWORTH: There was a risk that honest men would have to suffer through one or two men who were dishonest, the result being that there was great hardship both to the storekeepers and the men. If we were to permit a monthly pay, we ought to have a limit of not less than five weeks, because when pay-day came round a man would have worked five weeks including the usual week in hand, while under this clause a man would have protection for his wages for only four weeks.

THE PREMIER: An extension of the time would encourage monthly pays.

MR. ILLINGWORTH: To this extent, that a man would know he had no protection beyond four weeks. A man would have protection for four weeks' wages under this clause even as against the mortgagee who held the bill of sale. If the Minister could see his way to make the term five weeks, that would probably cover the main difficulty; or if we could enforce fortnightly pays, that would be much better, and then the clause would be satisfactory as it stood.

MR. TAYLOR: The storekeepers in each of the many small centres in his electorate had urged him to try to secure fortnightly pays. They stated that no matter how long a man might be in employment, he on the monthly pay-day invariably owed the storekeeper £5 or £6, and occasionally £10 or £11. Such a debt frequently induced a man to clear out without paying when his engagement ceased; and this was one reason why the cost of living on the goldfields was so high. Fortnightly pays would reduce workmen's debts, and remove the inducement to abscond. Monthly pays were injurious to business people, as well as workers; and if wages were not forthcoming at the end of a month, and the men were induced to work four weeks longer, they would ultimately owe the storekeeper a considerable sum for two months' supplies, which sum none but a strictly honest man would pay out of the one month's wages which he might then receive. Why cripple business people?

THE PREMIER: The clause would be advantageous to them.

MR. TAYLOR: The workmen should be protected in respect of two pays, whether monthly or fortnightly. If the pays were fortnightly, a lien for a month would suffice.

THE PREMIER: As the hon. member favoured fortnightly pays, the clause ought to meet his wishes.

MR. TAYLOR: But before fortnightly pays could be secured there must be a big fight between workmen and employers. In championing before the Arbitration Court the claims of the

miners in the Mount Margaret and the greater part of the Menzies electorates, he had asked the court to fix fortnightly pay-days, but the President replied that the court had no power to do so.

THE MINISTER FOR MINES: By the Act, the court could deal with the terms of employment.

MR. TAYLOR: In this case it did not. The Government could easily secure fortnightly pays. Let us hear the views of members who represented capital. There was no desire to harass the employer, but to protect the worker and the business man, and especially to assist the small struggling employer who, if the men stopped work for want of wages, might go bankrupt, whereas if they worked another fortnight he might pull through. Fortnightly pays should be provided either by statute or by regulation.

THE MINISTER FOR MINES: The discussion on the Bill led him to think that one should pause before introducing new legislation of this kind. This lien had surely not been asked for by any of the previous speakers; nor could he find in *Hansard* the record of any request by a member that the workman should have a wages lien preferential to the lien of a first mortgagee. By the Bankruptcy Act a first mortgagee had an absolute preference; and in the event of a surplus after payment of his claim, workmen had a preference for wages to the extent of £50. The Bill continued the latter security, and gave a miner a right to claim a month's wages as a first charge on the mining tenement, in priority to any existing mortgage or other encumbrance. For this he (the Minister) had expected to get credit; but now he saw that if the term had been three months instead of one he would have been asked to make it six. Even as it stood, the clause would to a great extent cripple local mine-owners of small means; for no capitalist would care to advance money on mining property without ascertaining how many men were employed, and what would be the aggregate sum represented by their preferential claims. Hence the clause would injure small lessees who desired to raise money for plant. Nevertheless the clause was necessary. In the Menzies district employers had induced men to continue working by the promise that wages should be paid out of the first gold won, and that if no gold were won the plant would be security. After two months the mine turned out a failure; and when the men took action in court they found that the whole plant was mortgaged, and they got nothing. Workmen must therefore have some protection in preference to even a first mortgagee. It was said that if the Government insisted on fortnightly pays a lien for one month's wages would suffice. He believed in bi-monthly pays; and so did business people in his electorate. He would do all he could to secure bi-monthly pays. Apparently the Arbitration Act empowered the court to insist on these; but if not, members would soon have opportunity, when amending the Mines Regulation Act, to insert a clause with this object, providing that if payment were not made within a month the company would be liable to a penalty in respect of every workman employed. Why should the workman have to give a month's credit to the employer, and the storekeeper a month's credit to the workman? The clause would benefit both storekeeper and workman. Some workmen preferred their wages monthly, because they could save money out of a large lump sum; but the majority favoured fortnightly payment. If we increased the term we would place great difficulties in the way of a leaseholder obtaining an advance to assist in putting up plant, because the person who advanced money would have to take into consideration the meaning of the whole of the clause. In many respects the clause was retrospective.

MR. YELVERTON: Could the miner only get his wages at the end of the month?

THE MINISTER: Several managers would always give money to the men in the middle of the month; but if workers made a point of going to the accountant of a mine for their pay every fortnight, their services would soon be dispensed with. This would be an invidious position to put the men in, and one we should not tolerate. He (the Minister) was now looking into the difficulties against enforcing a bi-monthly pay. The matter was not yet finally decided, but when the Mines Regulation Act came down to the House he would give every assistance in

putting in a provision by which pays should be made bi-monthly. We should thus get rid of all the objections brought forward against the clause. Considering the legislation was retrospective, that it was taking away from the mortgagee a certain amount of security, and that it was giving to the workman what had never been given to him before in the mining industry of Australia, there should be no objection to the clause.

MR. ATKINS: It was not exactly fair to say that employers of labour stuck to men's money for a month and made capital out of it. They did so in outlying places because it was very difficult and expensive to pay fortnightly.

THE MINISTER: There was a bank at Black Range, and there were banks at nearly all outside places.

MR. ATKINS: Where there were banks it was not so difficult, and employers near banks never objected to pay fortnightly. In the contracting business pays were made fortnightly even at great inconvenience to employers.

THE MINISTER FOR MINES drew attention to Paragraph (*d*) of Subclause 10 of Clause 280, which provided that every person employed should have a lien on a share or interest. That clause did not apply to incorporated companies or associations registered under any statute, but applied to other leases and gave the workmen the fullest security.

MR. ATKINS: Why did it not apply to companies?

THE MINISTER: They were dealt with in a separate clause. Clause 280 dealt with partnerships.

MR. YELVERTON: The proposal was a very reasonable one. With regard to monthly payments he was suprised to learn that the same method did not exist upon mines as existed at the timber mills, where the company paid monthly, allowing any man during the month to draw the full amount of pay due to him at the time. The same thing should exist on the mines, the men being allowed to draw their pay during the month without being marked. The proposal was a liberal one, and should be accepted in a liberal spirit.

MR. TAYLOR explained that in referring to the Arbitration Act, he had no desire to convey the impression that the President of the Court said the Act would not allow him to deal with fortnightly pays. What the President had said was that he would make no order with regard to fortnightly pays.

MR. HOLMAN: If provision was made for bi-monthly pays, the proposal of the Minister was a very liberal one. At the present time on most of the big companies outside the principal centres it was impossible to get paid under five weeks. On the Great Fingall mine at Day Dawn, the system of monthly pays obtained, though on several occasions the manager had been asked to introduce the bi-monthly system. The manager had expressed the opinion that the best means of bringing about a bi-monthly system was to have it set out in the regulations. There was a bank at Day Dawn, but the workers had been refused bi-monthly payments, though they had presented to the manager a petition signed by 350 out of 400 men employed on the mine to have the system introduced. It was impossible for a man to draw his wages in the middle of the month, unless he drew his time altogether. In many instances men had to camp out under trees simply because they did not have the money to pay for board. As so many boarding-house keepers had suffered from people leaving the district without paying, they refused to give credit to strangers.

MR. HASTIE: One was pleased to see that the Minister intended to enforce bi-monthly pays. It would meet all the objections taken against the clause. The Minister complained that he had brought forward an entirely new idea for which he had got no credit. There was no objection to the clause. It was only suggested that one month would not be sufficient. It was the opinion of everyone who spoke that four weeks was not sufficient time with monthly pays. Full credit was given to the Minister, and it was hoped the clause would do a lot of good. It would do a lot of harm to some people. There were machinery sharks on the goldfields. He (Mr. Hastie) knew of an engine, boiler, and pump that had been on three or four different mines. All these mines were the property of the people owning the machinery, and in every case the mines had been unsuccessful, and a large amount of wages remained unpaid. The men were engaged by a dummy, and

they found they could not get anything from him. One knew of two English companies very much behind in their payments. In one case just after the mine stopped it was found that all the machinery was mortgaged, though six weeks before it was known there was no mortgage. The mortgage had been antedated, and the men got nothing. There were dozens of similar instances, and the clause would meet cases of this kind and give the men protection. The workers could not go to the warden's office to see if there was any lien on the property, or any lien registered against the machinery itself. He was very glad the Minister did not appreciate the logic of the Premier, who had said that it was necessary to make the time four weeks to bring about a bi-monthly pay. Knowing that the Minister could enforce fortnightly pay, one month's priority for wages seemed to be sufficient. Could the Premier inform him if the bankruptcy law by which people got £50 after the securities were paid was as good as the enactment we had by which wages men got three weeks' preference after all securities were met. He asked leave to withdraw the amendment.

Amendment withdrawn, and the clause passed.

Clauses 282 to 284—agreed to.

Clause 285—Contracts relating to leases to be in writing:

MR. HASTIE: According to the clause, unless a contract connected with a lease was in writing no action was enforcible. That was very desirable, for one always liked to see actions avoided if possible, and wardens had expressed their desire that all contracts relating to mining should be in writing, but in most instances people on the goldfields did not put contracts in reference to claims or leases in writing. If the clause were passed, it would prevent justice being done in many instances. He had given notice of an amendment to strike out the clause, but according to the ruling of the Chairman that amendment could not be put.

MR. TAYLOR: Could not a member move that a clause be struck out?

THE CHAIRMAN: Already he had given several rulings on that point. The position was that a member might move, not to strike the clause out, but that the clause be omitted from the Bill, though that would not have the slightest effect on the question as put. The Chairman must put the question "that the clause stand as printed." If the question was passed, then the clause could be dealt with only on recommittal. The clause could not then be amended because it had already been decided that the clause should stand as printed. Therefore it was inconvenient to put the clause in that way until members had considered it.

THE MINISTER FOR MINES: The object of the clause was to have mining transactions, as far as they referred to leases, put in writing. The lease contract itself, an application for a lease, and all such matters, should be in writing. He would give an instance as illustrating the effect of this. After the discovery of Merton's find and a reward claim had been granted, another person insisted that he was justified in demanding a certain interest in the claim with Merton, but there was no contract in writing. There was no necessity to discuss the merits of that case now, but in future when a man sent a party out prospecting, or several people joined together in mining transactions, the agreement should be reduced to writing, the same as agreements in regard to transactions in land. It would be well if publicity could be given to this matter by a discussion. It would be of benefit to all people dealing in mining matters if the clause were passed. It would tend to prevent litigation and place transactions on a safer basis. People would then know that agreements with prospectors who were sent out, or to whom assistance was given, must be in writing. Persons should put all these matters in writing, so that if disputes occurred afterwards they could be amicably settled. He could not see any objection to the clause.

MR. TAYLOR, while agreeing with the Minister, was pleased that the matter was brought up. Members knew that in the past on the goldfields if two men were working together and were mates for six months and then parted, and one of the persons made a discovery somewhere else, the old mate would claim a half share because the two had been mates previously. There had never been anything put in writing on the goldfields in the past. People generally took one another's word. If people did not know

that this clause was in the Bill they would continue to take each other's word, and one party to an agreement could do another out of his share in a property. People on the goldfields should know that their partnerships must be in writing.

MR. FOULKES: The clause should stand. One-half of the litigation was caused by people not reducing their contracts to writing. If the clause were eliminated it would be the means of creating litigation. When the goldfields first started there was an enormous amount of litigation caused in a great measure by prospectors not putting contracts into writing. He remembered various disputes as to whether men were entitled to certain shares in various mines, and the cause of the litigation was that some men said they had shares, while others said they had not, and there was no agreement in writing. People had become accustomed now to putting all contracts relating to land in writing, and very few disputes occured as to the purchase of land. Nearly all the litigation of the Supreme Court was caused on account of people not reducing their contracts to writing, and forgetting afterwards the terms of their agreements. There might be the best of good faith on both sides, but one's memory might not be clear as to what took place at the interview, and one party to the contract might not be able to set forth the effect of the agreement afterwards. If the contract were reduced to writing the whole matter could be gone into fully, and there could be no cause for disagreement. It might take six or twelve months before people got accustomed to reducing mining matters to writing; still it should be done.

MR. HASTIE: Everyone granted that this clause was desirable, and he had never raised any objection on that line. His objection was that the clause specifically prevented a warden from enforcing a contract even if certain that such contract was made. Could not some other language be substituted? As to a similar law in reference to the transfer of land, one wondered whether the same wording was allowed there, and whether, if a man could prove beyond any doubt his claim in reference to land, no court could enforce that claim because there was no document. And supposing there to be a document in existence and it got burnt, what would be done?

MR. FOULKES: Proof might then be given that there had been an agreement in existence.

MR. HASTIE: That might be. It was well to say that bargains should be in writing, but many such writings would go astray; yet according to the reading of this clause a warden would not be able to enforce the contract unless there were proof that the document had been in existence and fairly signed, and also specific proof of what it contained. Besides, there were many cases on the goldfields in regard to bargains where it was impossible to put these contracts into writing. For instance, two or three men might be working and they might have taken out several leases, and one of the parties might be in Perth for a season, or staying there, or he might be on the other side. Supposing an additional lease were taken up, one was afraid that this man would, if the clause were passed as it stood, not be able to enforce his claim to a fair share of that lease, although he had contributed his proportion of the funds and was to all intents and purposes a partner.

MR. TAYLOR: The other partners could put that man's name in.

MR. HASTIE: Where we were dealing with honest men it did not matter, but we had to guard against those who would take an advantage of their mate. A warden was placed in the position not to go into all the different forms of law, but to settle matters according to equity; and this clause might take away a power which had been well used of late. Then, though this was not a strong objection, the clause would encourage forgery to a large extent. The clause said, "unless some note or memorandum in writing of the contract is made." Apparently a note or memorandum in a pocket-book would do, showing that the writing did not amount to much. The wording of the clause might be improved.

THE PREMIER: This clause really followed the present law in dealing with an ordinary piece of freehold property, and it was very necessary, because where the rights of property depended upon verbal evidence, one often heard more inaccurate evidence than was desirable. He had been concerned in one or two

cases where claims had been made to properties, and the evidence had been in very strong conflict, and the person claiming as a leaseholder had built up his case on very slight facts. Indeed, a casual reference by a mate had been built up into an admission of the claim. Claims put forward in the case of a mining lease were only forthcoming when in connection with that lease some rich discovery had been made, and very often an ordinary act of kindness to a man was used as evidence to show that the person to whom one had been kind was entitled to an interest in a lease. This rule did not apply under this clause except to a lease, and in connection with a lease a party should be more careful than in dealing with an ordinary claim, which was not of such a permanent nature as a lease. A lease might involve tens or hundreds of thousands of pounds, and a person might put forward a claim on the flimsiest evidence. If a man had a piece of luck and got hold of a claim that turned out good, and another man came along and said "We were mates together, and I want a share of that," there was a strong inclination for a jury to say, "The defendant had a lot of luck in finding it, and he may just as well give the other fellow a cut in." Why should not the same rule apply to a mining lease as to a shop in Perth? In fact it was far more important that it should apply to a gold-mining lease, because a gold-mining lease became suddenly of value sometimes. There was a strong inclination, not to tell an untruth but to strain one's memory.

MR. TAYLOR: And tax the credulity of the warden.

THE PREMIER: Yes. As pointed out by the member for Kanowna (Mr. Hastie), any note or memorandum would do; anything that was more than a mere verbal statement.

MR. HASTIE: Was it necessary to prohibit the warden?

THE PREMIER: If we said this was necessary, and then said that the warden might consider the case, the clause would be useless.

MR. HOLMAN: This clause was necessary. A case occurred at the Murchison a few weeks ago in which two men were working a lease, and one of them secured ground in another place. The one mate told the other that he could go and work the lease and have what he got; but after the lease had been worked a month or two it turned out fairly good, and the man who had gone away returned and claimed a share of the lease. A caveat was lodged, and the matter was decided in favour of the applicant, whereas the other man could have proved his case if there had been a note between the two. A clause like this was absolutely necessary.

Clause put and passed.

Clause 287—Declaration as to gold for exportation:

THE MINISTER FOR MINES moved that after the word "export," in line 7, "at the customs or" be inserted. He did not know whether he would be able to get the customs to accept these returns for us, but he wanted to have power under the Act. If we could induce the customs officers to accept these statements it would save a great deal of trouble to the person exporting gold.

MR. HASTIE: Would it not be better to say "or any other place indicated by the Mines Department," so that the Mines Department would have the power to indicate a certain place where registration could take place.

THE MINISTER: If the amendment were carried, the clause would mention the three different persons to whom one could go to make a record.

Amendment passed.

MR. HASTIE moved as an amendment,

That the following proviso be added: "Nor shall he be liable for any penalty unless the gold exceed twenty pounds in value."

This clause provided that if any person took any gold out of the State he must register, and if he did not register he was liable to a very heavy penalty. At least a quarter of the people who went from the goldfields took gold to the extent of a pennyweight up to an ounce. It was ridiculous to ask that any man should register any gold he had in his possession, no matter how small the quantity. According to the strict reading of the clause as it at present stood, if a man from the goldfields were going on board a steamer in his working clothes, he might almost be safely arrested, for people would always be able to find some gold on him. The provision should only

apply to those who had gold to the value of a certain amount, and in his opinion the sum fixed in the proviso he proposed was a very fair one. If the proviso were inserted it would save a lot of trouble, and a great many people would not be wrongfully arrested, whilst at the same time the interests of those people who had gold would be amply protected.

THE MINISTER FOR MINES: It was quite intended to allow small quantities of gold to be taken away in the manner suggested by the hon. member. If the hon. member would withdraw the amendment, he (the Minister) would, on recommittal, add a proviso that a person might take crude gold of the value of, he thought one might say up to £20, without having to report it.

Amendment withdrawn.

At 6·30, the CHAIRMAN left the CHAIR.

At 7·30, the Chair resumed.

Clause as amended agreed to.

Clause 288—Penalty for unauthorised mining:

MR. HASTIE: The clause imposed a penalty not exceeding £20 on anyone found mining on Crown lands or in unauthorised occupation of Crown lands without a miner's right. The penalty in the existing Act was £10. Did the Minister expect to increase the revenue by increasing the penalty?

THE MINISTER: Make it £10 if desired.

MR. HASTIE: The proviso excepted workers for wages. This might have to be amended on recommittal.

THE MINISTER: Such amendment would be consequential.

Clause put and passed.

Clause 289—Asiatic or African labour prohibited:

MR. HASTIE: The clause authorised the removal of any Asiatic or African alien found mining on Crown land; but a somewhat similar section in the existing Act went much farther, and that section had evidently by accident been omitted from the Bill.

THE MINISTER FOR MINES: Better move that the provision be added to the clause, which would then forbid any Asiatic or African alien from mining on Crown lands; and if found mining he could be removed by order of the warden. The clause would apply to gold-mining as well as to mineral leases.

MR. HASTIE moved that the following be added to the clause: "Nor shall any Asiatic or African alien be employed as a miner or in any capacity whatever in or about any mine, claim, or authorised holding."

Amendment passed, and the clause as amended agreed to.

Clauses 290 to the end—agreed to.

Postponed Clause 17—Application for miner's right:

MR. HASTIE: The clause had been postponed pending a decision on the privileges attached to a miner's right, and the testing of the question as to whether those working on mines should be required to buy a miner's right. If a miner's right was used simply as a title for ground, a fee of 5s. was not too much; but if it was compulsory that all men working on mines should hold this right, the fee would be too costly. It was first necessary to decide as to whether all men working on mines should hold rights.

THE MINISTER: That matter was settled by the division on Clause 114, which said that it was not necessary for an applicant for or a holder of a lease to be the holder of a miner's right.

MR. HASTIE: That clause did not decide that every person working on a mine should hold a miner's right. The member for Mount Magnet (Mr. Wallace) had intimated that he intended to move in that direction.

THE MINISTER FOR MINES: Five shillings should be the fee. There was an objection to the request that every miner working in the State should have a license to carry on his calling. The cost would fall on the miner unless it was provided that no employer could employ men except they held rights.

MR. WALLACE: There should be a penalty on the employee working without a right.

THE MINISTER: We would need to go farther and require men working at every calling to have licenses. The fee should not be reduced unless revenue was got in another way. It would be satisfactory if every person was compelled to have a right, because the revenue would then be made up, but one could not understand the goldfields members making a request that every man should be mulcted in this manner.

MR. WALLACE: The miners would not object.

THE MINISTER: It was not desirable to reduce the fee unless the House intended to make it compulsory for every man to hold a right.

MR. WALLACE: It was necessary that all sections of miners should be licensed and not one section only. By taxing both sections we could reduce the burden on the one. The working miner was always willing to bear his share of the burden of taxation, but under the present Act and under this Bill it was only the poorer class of miner who bought a license, the other class of men working eight hours a day and receiving from £3 10s. to £4 a week being allowed to go scot-free. Miners approved of the suggestion that each man, whether working on wages or on his own, should have a right. The revenue would be increased, because two-thirds of the mining population were wages men, while the fee could be reduced to 2s. 6d. so as to make the burden lighter on the men working on their own. It was agreed that the State should get some fees for the right to mine, and why should the smaller section bear the brunt of the taxation. He moved that the words "five shillings," in line 3, be struck out, and "two shillings and sixpence" inserted in lieu.

THE MINISTER FOR MINES: The better way to settle the question would be for the hon. member to move an addition to the clause, and in the event of it being carried, on recommittal the amount could be reduced to 2s. 6d. The fee should not be reduced unless revenue was got in some other way. If it was made compulsory that all miners should hold rights, there would be an addition to the revenue when 17,000 or 18,000 rights were taken out. The hon. member should move the following addition to the clause: "and no person shall be employed on a mine or claim unless he is the holder of a miner's right." If the amendment was carried, he would undertake, on recommittal, to ask the Committee to reduce the fee for a miner's right from 5s. to 2s. 6d.

Amendment by leave withdrawn.

MR. WALLACE moved as an amendment,

That the following words be added, "and no person shall be employed upon a lease or claim unless he is the holder of a miner's right."

MR. TAYLOR: Was it to be understood that if the amendment was carried the Minister would make the necessary reduction in the fee?

THE MINISTER: Most decidedly, on recommittal.

MR. TAYLOR: The only thing the Minister had in view was the revenue.

THE MINISTER: The amendment would be opposed.

MR. TAYLOR: It was strange that he agreed with the Minister for once. The amendment should not be carried. It was hardly fair that men working for wages should pay 2s. 6d. a year to the revenue of the country and derive no benefit from it, for the benefit would be derived by the leaseholder in a large measure. The fee of 5s. was not too much for prospectors to pay for a miner's right, although he would be glad to see the fee for a miner's right reduced to the lowest possible cost. He believed that if the fee for a miner's right was reduced to 2s. 6d., and had only to be taken out by prospectors, a great deal of revenue would be lost.

THE MINISTER: A sum of £3,000 would be lost by the reduction to 5s.

MR. TAYLOR: The clause would specially penalise one section of the workers of the State—those employed in the mines. There was no other section of the community who were asked to contribute to the revenue of the country to be allowed to work for an employer.

THE MINISTER: Fishermen.

MR. TAYLOR: Yes; master fishermen.

MR. HASTIE: Dry-blowers.

MR. TAYLOR: Yes; but the dry-blower derived benefit. The wages of the man working in a mine were regulated. If a man worked in a rich mine he received the same wages as the man who worked in a mine which was not paying well. The amendment would penalise the workmen on the goldfields.

MR. HASTIE: It might seem curious that such an amendment should come from those representing the workers and miners on the goldfields. But we did not think it was unfair that the miners should be exempt from the taxation that was levied on someone else. The miner was not asked to contribute a large amount of money; the fee of half-a-crown

was a nominal sum, but in the aggregate the amount would be considerable, and enable the Minister to continue the development of the goldfields. We desired to see the goldfields developed as much as possible; that was the object the Mines Department had had for the past few years—to farther the gold industry. The member for Mount Margaret (Mr. Taylor) had stated that the miners who would pay the 2s. 6d. would get nothing for it, but they would receive a good deal. It had been decided that miners should be allowed to take up residence areas, and miners were compelled to take out miners' rights, which at present cost 10s., to enable them to take up residence areas. If the amendment were passed the holder of a miner's right would be entitled to take up a residence area on payment of half-a-crown if no farther use was made of the right. By the passing of the amendment the Mines Department would have a considerable sum of money to assist in the development of the goldfields. That was quite sufficient inducement to impose this tax. The only doubt he had in his mind was that in some instances it would be difficult to collect the revenue, but if once the tax was enforced the desire to have a miner's right would become fascinating, and those men who had no miner's right would soon desire to have that privilege. It had been the glory of every man on the goldfields to possess a miner's right, and by the amendment the cost of a miner's right would be reduced to the lowest price ever known in Australia. He had no idea of the amount of revenue that would be derived if the amendment was carried. According to last year's Mines Department report there were 2,651 alluvial miners in the State and 17,825 miners working in mines. Assuming that the alluvial miners had rights, those working on the mines on the passing of the amendment would have to get miners' rights, which would mean a great increase to the revenue, although some of the 17,000 might already possess miners' rights. The proposal was reasonable, and the Labour members could not be charged with being cruel to those whom they represented in Parliament.

THE MINISTER FOR MINES: Why should a special tax be imposed on those connected with the mining industry? He would like to receive the revenue which would be derived by compelling every miner to take out a miner's right; for if the amendment were agreed to, it would mean that from 18,000 to 20,000 miners' rights would be taken out at once. Still, he could not see why it should be made compulsory for every man employed on a lease or a claim to be the holder of a miner's right.

MR. ATKINS supported the amendment. He desired to make the cost of a miner's right as low as possible, and he could not see why one man should go free and another one pay a tax. It was not known how long a man would remain working on a mine; he might be working on a mine to-day and prospecting to-morrow. Eight-tenths at least of the alluvial miners could not be employed on mines; they were not fit for the work, and mine managers would not employ them. These men earned a poor living by fossicking and dryblowing, yet it was proposed that they should pay a tax and those who were earning wages should go free.

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

Ayes	...	...	17
Noes	...	...	7
Majority for	...	...	10

Ayes.	Noes.
Mr. Atkins	Mr. Burges
Mr. Bath	Mr. Gregory
Mr. Daglish	Mr. Holmes
Mr. Diamond	Mr. Hopkins
Mr. Ferguson	Mr. Taylor
Mr. Foulkes	Mr. Yelverton
Mr. Hastie	Mr. Higham (*Teller*).
Mr. Hicks	
Mr. Holman	
Mr. Illingworth	
Mr. Isdell	
Mr. Jacoby	
Mr. Johnson	
Mr. Pigott	
Sir J. G. Lee Steere	
Mr. Wallace	
Mr. Piesse (*Teller*).	

Amendment thus passed.

MR. HASTIE: On recommittal, would the Minister propose that the price of a miner's right should be reduced?

THE MINISTER FOR MINES said he would be pleased to move, on recommittal, that the price of a miner's right be reduced from 5s. to 2s. 6d.

Clause as amended agreed to.

Postponed Clause 43—Exemption of land from gold-mining lease:

MR. HASTIE: This clause provided that the Minister might exempt land

from being leased which he believed contained alluvial gold. The clause read, "land which is proved to the satisfaction of the Minister to consist of payable alluvial ground." This phrasing was an improvement on the present Act, but it did not meet the case, because it was almost impossible to prove to the satisfaction of the Minister that a particular piece of ground contained payable alluvial gold. If it were known for a certainty that ground contained payable alluvial, there would be a large number of people working on it previously to its being taken up as a lease; therefore there would be no application for a lease. He suggested that ground likely to contain alluvial gold should be exempt, and in that case it would be less difficult to show that the ground should be reserved for alluvial working. Most of the alluvial fields in Australia had been worked again and again during the last 20, 40, or 50 years in the East, and during the last six years here, and it was no criterion of ground not being payable that it had been deserted once or twice. It had always been the object of the department here to keep that ground so that the alluvialist could always go, knowing that at one place or another he could get gold, and here and there payable gold. Had no better wording occurred to the Minister?

THE MINISTER FOR MINES: The hon. member should move an amendment, that after "which," in line 1 of Subclause 1, the words "in the opinion of the Minister is likely to contain alluvial gold" should be inserted. That would be better, and the reason was that in the first place the applicant went before the warden, who made his recommendation, and then it had to come to the department, and there were always necessary delays before a lease was granted. Unless the department received a report saying that a reef existed on the property and the area was not likely to develop alluvial, the department did not approve of the application until six months after it had been made. This was always done with a view of protecting the ground for alluvialists. There being this delay, objections could then be sent to the department alleging that the area applied for was likely to develop alluvial, and no action would then be taken by the Minister until the department received a farther report. An application came through the warden in the ordinary way and was sent to the Minister, who had the advice of the Government Geologist or the State Mining Engineer to guide him.

MR. HASTIE moved, as suggested,

That the words "is proved to the satisfaction of the Minister to consist of payable alluvial ground" be struck out, and "in the opinion of the Minister is likely to contain alluvial gold" be inserted in lieu.

Amendment passed.

THE MINISTER farther moved that the words "in the opinion of the Minister," in line 3 of Subclause 1, be struck out, and "in his opinion" inserted in lieu.

Amendment passed.

MR. BATH called attention to the second line in paragraph (*b.*), which said, "is suitable for leasing on account of its great depth or excessive wetness." Wet ground would not necessarily debar many alluvial miners from going on certain lands if a guarantee could be given that the State would drain the land and take contributions from the alluvial miners employed upon it. It would be infinitely better for the State to even go to that expense and drain a large portion of land which would be cut up amongst many alluvialists, rather than to hand over a large area of land to a leaseholder who would monopolise it. At Kanowna, say, where certain leads might be said to be excessively wet, it would be infinitely better to adopt that course.

THE MINISTER FOR MINES: That would be preferable if it were possible. The Government were doing all they could in the way of draining at Kanowna, and if they found they could drain that area they would cut it up into small claims; but it would be better to leave the power in the Bill, because conditions might arise under which it would be necessary to grant larger areas than could be given in ordinary claims. Application was made to him some time ago for a lease on the Kanowna deep lead, and he had been pleased to grant it on the company entering into an agreement, a condition being that they should erect draining machinery. We could not tell what was necessary in various parts of the State.

Wherever the Government had an opportunity such claims were granted. At Bulong, where a rich lead had been found by a claimholder, leases all round were immediately applied for; but he (the Minister) refused to grant those leases. He granted a certain number of claims according to priority, and threw open the rest of the ground applied for as quartz claims. The department would always watch the interests of the small claimholder.

Clause as amended agreed to.

Postponed Clause 47—Lessee to have exclusive right of mining:

Mr. HASTIE: This clause would give the lessee an exclusive right to all the gold on his lease; but the clause hinged on that of which the member for Mount Margaret (Mr. Taylor) had given notice, and could not be discussed till the main alluvial question was disposed of. Could we not again postpone this clause?

The MINISTER FOR MINES: By the clause a gold-mining lessee had an exclusive right to all gold and other minerals on his lease; but till the lease application was approved the alluvialist had a right to go on the ground for alluvial, which right ceased with the approval of the application. If the alluvialist, having taken up a claim, gave notice of objection to the granting of the lease, the lease was always granted subject to existing rights; but the alluvialist could not be allowed to enter at the last moment on such ground, for every lease must then be issued subject to existing rights. Should the new clause referred to pass, this clause must be amended on recommittal.

Clause put and passed.

Postponed Clause 68—Land applied for protected against other persons:

Mr. HASTIE: Clause 49, as to alluvial minerals, needed a consequential amendment.

The Minister: That would be attended to.

Mr. HASTIE: It had already been provided that a leaseholder might peg out one-eighth of his ground, and that any alluvialist or other person entering on that portion should be liable to a heavy penalty as a trespasser. In 19 cases out of 20 this would do no harm; but in the twentieth grievous harm might result. In case of a run of alluvial gold, whether surface or deep lead, the applicant for lease might peg out three acres on that run, hold the area for 10 days, get one of his partners to re-peg the ground and hold it for another 10 days, and thus prevent anyone from working the alluvial; and even if the applicant were refused a lease, any alluvialist trespassing on the ground was liable to a heavy penalty, and any gold taken from it would revert to the Crown. Probably the Government would not go to extremes in such a case; but the clause was unnecessary, and would prevent many prudent people from looking for alluvial on such areas. No more was needed than a provision that if a man pegged out a 24-acre lease he could indicate the three acres he wished reserved, and that a penalty could be imposed on anyone doing damage to any machinery or any excavation within that area. Why impose a penalty for mere trespass on that sacred three acres?

The MINISTER FOR MINES: The hon. member's desire to strike out this clause was incomprehensible. Why had he not tried to amend the preceding clause, which provided that when an applicant for a lease pegged out the ground any miner might, pending approval of the application, search for and obtain on the ground alluvial gold and alluvial minerals, the applicant having the exclusive use of one-eighth of the land? Prior to 1900 one-third was reserved to the applicant. Clause 68 would enact that except as provided by 67 no person should enter on the one-eighth reserve save for the purpose of marking out an additional application for a gold-mining lease or posting notices. Until the application was granted the lessee could not mine on the land except at his own risk, and could not remove any stone; and was it reasonable that a stranger should be allowed so to do? No one could be allowed to start mining on the reef which the first applicant had discovered. The alluvialist could mine for alluvial, but must not touch the reef. One could understand the hon. member's objection to the applicant for lease being allowed to reserve one-eighth of the ground anywhere save along the line of reef. The hon. member might amend clause 67 on recommittal; and he (the Minister) might assist him by providing

that the applicant for lease should not be able to hold any three acres against the alluvial miner, but should simply have the reef protected.

MR. HASTIE: Clause 67 had gone through at such a rate that there was no opportunity of discussing this question upon it. What the Minister said had not met the case. Men could go ahead on alluvial ground and peg out 24 acres, and then take up three acres along the line of the lead. No one would dare to touch that three acres. A trespasser could be sued before the warden, who would hold any gold taken off the area, and if a lease was not eventually granted the Mines Department would take the gold in dispute.

THE MINISTER: Alluvial leases should not be protected. It was only desired to protect the reef.

MR. TAYLOR: Would the Minister recommit Clause 67?

THE MINISTER: Yes.

MR. TAYLOR: It was necessary to prevent the applicant for a lease securing one-eighth of it, for three acres practically constituted the whole of the dry-blowing patches on seven-eighths of the alluvial finds in the State. The Minister's desire to protect the reef of an applicant for a lease would be supported. but the applicant had no more right to the alluvial than any holder of a miner's right.

THE MINISTER: No; the clause would be altered.

Clause put and passed.

Postponed Clause 204—Purchase and sale of gold, interpretation:

MR. HASTIE moved as an amendment,

That in line 3 the word "gold" be struck out.

He also intended to move that the words "alluvial gold or" be inserted in line 6 among the exceptions. If alluvial gold could not be sold to any person, it would, to a large extent, prevent alluvial workers from using their gold as a means of currency. There would be no difficulty in defining alluvial gold from other kinds of gold. There were also a number of prospectors who dollied gold, and such gold was sold to the storekeeper and was a sort of currency on the goldfields. The Minister might object that it was undesirable for gold to be a medium of currency, and that it was best that all people who bought gold should be licensed so that the gold might be traced. The amendments would not in any way increase the amount of gold stealing, for gold that was stolen would not come under any of the categories mentioned. The Minister had suggested an amendment which could not be considered satisfactory. In the Police Act provisions the word "gold" had been purposely struck out.

THE MINISTER FOR MINES: This was dealing with an entirely different subject. If "gold" were struck out of the clause, the whole value of the clause would be nullified. A circular he had issued to members gave an idea of the manner in which he proposed to deal with this matter, so that a person finding alluvial gold could easily dispose of it without having to go to a gold buyer, and would have every facility for carrying on his work. An amendment, suggested as an addition to Clause 205, was:

That all the words after "supervision," in the first paragraph, be struck out, and the following inserted in lieu:—

(2.) But nothing herein contained shall apply to the purchase of alluvial gold, gold-bearing earth, or tailings from any leaseholder or claimholder, if it is proved by the buyer that the sale was effected by a contract in writing signed by or on behalf of the seller, and the buyer setting forth that the alluvial gold, gold-bearing earth, or tailings were produced from and taken out of the ground comprised in the lease or claim of which the seller is the holder, and which lease or claim is sufficiently described in the contract. If the Warden or Resident Magistrate is not satisfied that the alluvial gold, gold-bearing earth, or tailings were so produced or taken from the said lease or claim, he may order an inspection made by some person appointed by him, and the seller shall give every facility to such person so appointed to make an examination of the workings, and shall point out to him where the gold has been obtained.

(3.) Any person acting contrary to the provisions of this section and any person making a false statement in the aforesaid contract shall be guilty of an offence, and liable, on summary conviction, to a fine not exceeding one hundred pounds or to imprisonment not exceeding six months.

MR. ILLINGWORTH: A lawyer would have to be sent along at the same time.

THE MINISTER: It was not impossible for anyone to make retorted gold appear to be alluvial gold, for there was very little difference in Western Australia between reef and alluvial gold. In

character they were about the same, and it was easily practicable for bullion to be smelted and made so that it would be impossible to tell the difference between it and alluvial gold.

Mr. Wallace: The expert of the House, the member for Mt. Margaret, had said it was not possible.

The MINISTER: The opinion of the State Engineer was against that expert's opinion.

Mr. Taylor challenged the opinion of the State Engineer.

The MINISTER: The opinion of the State Engineer was that smelted gold could be treated in such a way that it would be almost impossible to detect the difference between it and alluvial gold; and that officer also stated that reef gold was so similar to alluvial gold that on almost every occasion there was great difficulty in detecting the difference, which was that one was a bit more waterworn. It had been done, he believed, in the old days in New Zealand. There were some clever alluvialists in New Zealand, far more clever than those in Western Australia to-day; and the State Mining Engineer assured him that often the brass knobs from doors were melted and thrown into a barrel containing stones and water, and rolled up and down; also that often one could not discover the difference between the melted brass and the real alluvial gold. The Committee should insist on a record being made of the sale or purchase of all gold or alluvial gold. If what he had suggested was inserted, it would enable the alluvial worker to go to any storekeeper or to any person who would buy his gold and sell it. The seller would have to sign a contract with the buyer to the effect that the gold was obtained from a certain lease or claim; then the buyer when he wished to dispose of that gold would have to take it either to a licensed dealer or the Mint, or to a bank, for the banks would be licensed dealers, and produce the contract to them. All the trouble that was to be given to the alluvial worker was to say, in writing, that he had obtained the gold from his alluvial claim at Kanowna or wherever it was. That would be a record, and if the warden was suspicious that the gold was not obtained from the claim he could instruct an inspector to proceed to the claim and see if the gold was obtained from it.

Mr. Bath: Supposing the ground had been turned over?

The MINISTER: The inspector could go and see if gold was being obtained from the claim.

Mr. Taylor: How could he tell that after the gold had been taken out? Ask the State Mining Engineer if he could tell that.

The MINISTER: The inspector could easily discover if alluvial was being worked.

Mr. Bath: Put through a few shakers.

The MINISTER: Members were very eager about these poor men.

Mr. Taylor: Why get angry?

The MINISTER: It was desired to get rid of the illicit buyer who might pretend to have a lease or claim. A man might pretend he was obtaining the gold from a lease or claim, and the warden could send an inspector to report as to the work being done on the claim, and watch it, and see if it was a genuine case. All that was desired to be done was to assist the genuine worker to enable him to get rid of the gold produced.

Mr. Bath: Could not that be done without penalising the alluvial digger?

The MINISTER: That was what we were trying to do, to allow the alluvialist to sell his gold to whom he liked if he wrote out a statement saying that the gold was obtained from a certain claim or lease. It was desired to tie the man down to state where he got the gold from.

Mr. Taylor: It was desired to tie him down to slavery.

The MINISTER: Was not every facility being given when it was proposed that an alluvial man could go to any person he liked so as to sell his gold, and the alluvialist to state in writing from what claim or lease the gold was obtained? Then the buyer when he was selling the gold had to hand over the contract to the licensed dealer, and that record would show the department where the gold was obtained. The Government wanted a true record of all the gold bought or sold, and by the contract the information would be given. If it was found that a lot of alluvial gold was coming in, and there was a suspicion that the alluvial gold was not being

obtained from where it was stated it was won, the warden had power to send an inspector or some other person to inspect the property and see if in his opinion the alluvial gold was being obtained from the claim. The proposal would entail no trouble on the alluvial man except the writing out of the conditions. He hoped the amendment would be defeated.

MR. TAYLOR supported the amendment. While equally anxious with the Minister to prevent gold stealing, he was surprised that the Minister desired to hem in the alluvial men with drastic provisions. Anyone would think that gold stealing was very rife in every portion of Western Australia, that the dryblowers were plundering one another, and that gold stealing was the order of the day. That was denied. The Committee should be on common ground with reference to alluvial gold. There was no necessity in this State for provisions to prevent alluvial gold being stolen. The whole of the complaints and charges which had been made against men for gold stealing in Western Australia had been with reference to gold won from ore bodies whether lodes or reefs. With the amendment proposed by the member for Kanowna, the Bill would reach such people without the long rigmarole suggested by the Minister, and which must have been drawn up by some legal gentleman, for no layman would ever dream of saying "the aforesaid" or "hereafter" or such legal phrases.

THE PREMIER: A legal man had not seen it yet.

MR. TAYLOR: No accusation was made against the Premier of having drafted the amendment, but it had not emanated from the Minister alone. No charge had been made against the alluvial miner of stealing alluvial gold, therefore we should only try to reach the evils we knew of, and in a large measure these were only alleged to exist. It had been pointed out by members that the quantity of gold stolen had wonderfully increased. There was no need for any restriction on the alluvial digger who desired to sell his gold. The alluvialist could not steal gold except he robbed some one. That was not the gold stealing aimed at. It was not right for the Minister to try and enforce his proposal. The Minister had given the opinion of the State Mining Engineer, and notwithstanding the knowledge of the State Mining Engineer he (Mr. Taylor) would give his opinion against it, and he did not mind his opinion going forth to the alluvial diggers of the State or of the Commonwealth. When gold was smelted, whether alluvial or reef gold, it could never be made to appear like alluvial gold to any person who knew anything about gold. If the State Mining Engineer knew no more about other matters in connection with mining than he did about alluvial gold, he was not capable or competent to hold his position; he (Mr. Taylor) said that advisedly. He did not care who took up the cudgels on behalf of the State Mining Engineer, for one could ask anyone who knew anything about gold to say whether once gold was smelted it could be made to appear like alluvial gold won from the ground. Western Australian alluvial gold was not waterworn as alluvial gold was in other parts of Australia, it was as rough and jagged as that shed from a reef. There were hundreds of ounces of alluvial gold won in Western Australia which was similar to gold shed from a reef or from conglomerates, and as rough as that dollied or picked out of a pocket in a reef. In the Eastern States alluvial gold was waterworn, but that was not the character of the alluvial gold in this country. He was confident that any alluvial digger in this country could say at a glance whether gold was alluvial or not, whether it had been smelted and run into shapes for the purpose of making it appear similar to alluvial. The most successful way to make gold appear like alluvial was to drop smelted gold into a bucket of water with leaves of grass in, so as to break it up. The alluvial gold had a peculiar appearance about it that a miner could tell it as easily as it was possible to tell tweed from calico, or silk from tweed. If the Minister had faithfully represented what the State Mining Engineer had said, the ability of the State Mining Engineer had sunk vastly in the eyes of the mining men of Australia. He hoped the Minister had not faithfully represented that officer, for he believed that officer did know something of mining; but if the Minister had stated correctly what he had been told by the State Mining Engineer, then that officer knew nothing about gold-mining. There had been no theft

of alluvial gold in this country; but stealing took place on big mines, and the major portion of it by the staff, those about the battery, the cyaniding, and so on. Thousands of tons of quartz crushed in this State gave only 12dwt. or an ounce to the ton, and how could a man working underground get at gold if the quartz contained only an ounce or less to the ton? A man might look over tons and tons of quartz containing 30dwt. to the ton, and yet not see the colour of gold. In other cases quartz which one might think would give two or three ounces to the ton would actually produce only about 12dwt. A miner working underground had no more right near the battery or machinery than had an absolute stranger; so it must be those working on the surface who did the gold stealing. The term "gold" in the interpretation clause should not apply to alluvial gold. Probably every member representing a goldfields constituency, except the Minister, was in favour of exempting alluvial gold; and the Committee should not carry this proposal against the best interests of the men who had opened up the country. He would go as far as any man in the Chamber to catch those who stole the gold, but there was no reason for this clause, which aimed a blow at people who had never stolen gold, and would, in the case of a rush, interfere with the exchanging of gold for provisions. To talk of sending a man to see whether gold had been won from the spot from which it was alleged to have been taken was absolute nonsense. If a dryblower had taken crude gold and put it through with a shaker, or with dryblower and shaker combined, or with an ordinary dryblower, it would not be apparent whether the gold had been taken from the spot referred to, unless the piece of gold were somewhat large. A man who had been dryblowing for years could tell Murchison alluvial from Eastern Goldfields alluvial, and could distinguish Kanowna alluvial from Hannans alluvial. One could distinguish between specimens of gold obtained from different gullies in one field.

THE PREMIER: With the first part of the observations of the hon. member, all would agree. No one suggested that the evils which it was desired to check by this clause were in relation to alluvial gold. The point of disagreement was whether smelted gold could be made so like alluvial as to mislead. The hon. member said it could not, but the Government advisers said it could; and we did not want to leave a loophole which would make this provision abortive. There was no desire to limit in any way the freedom of action of the alluvialist, and the only objection the Government had to the amendment was that if it were carried, persons would be able to make smelted gold appear as if it were alluvial gold. The hon. member had said this could not be done.

MR. BATH: That was his belief too.

THE PREMIER: Then two members said it; but the Government must act on the advice of their responsible officers in this matter. Last year he heard it stated that such appearance could be given to smelted gold. Even if one could not give to smelted gold the appearance of alluvial gold, it must be borne in mind that gold from a reef was very similar to alluvial gold. The hon. member (MR. Taylor) said alluvial gold was as rough and jagged as if dollied from a reef.

MR. TAYLOR: "Shed from a reef" was what he said.

THE PREMIER: The exact words were taken down by him.

MR. TAYLOR: What he said was that alluvial gold shed from a reef was quite jagged and rough. That was what he intended to say.

THE PREMIER: The hon. member used the word "dollied."

MR. JOHNSON: The hon. member made a mistake.

THE PREMIER accepted the explanation. One must, in view of the advice given, insert something which would prevent the whole of these provisions from being made nugatory by smelted gold being so treated as to present the appearance of alluvial gold. It was desirable to modify the clause to lessen as far as possible what might be a hardship to the alluvial gold-miner.

MR. ILLINGWORTH: Many people took up a reef, and at the beginning of the work had to depend upon the gold they dollied out to obtain the stores they wanted. This clause would affect gold dollied in that way.

THE MINISTER FOR MINES: No. He could not see a way of getting over the difficulty.

MR. ILLINGWORTH: Then the Minister saw the difficulty?

THE MINISTER: Yes.

MR. ILLINGWORTH: Apparently we were taking a great deal of trouble to prevent what never occurred. Dollied gold and alluvial gold were seldom or never stolen.

THE PREMIER: But smelted gold was made to look so much like alluvial that one could not tell the difference.

MR. ILLINGWORTH: That was disputed. Reef gold was not stolen in any quantity before crushing. It was stolen during the process of extraction; to make it saleable it must be retorted; and retorted gold could be easily distinguished from alluvial. Why should a man be prevented from dollying out a few ounces of gold to pay his storekeeper?

THE MINISTER: Power might possibly be taken to exempt certain districts.

MR. ILLINGWORTH: That would hardly do; because some men were dollying out leaders alongside good reefs on which hundreds were employed. We were taking much trouble to annoy, for no purpose whatever, a large section of the goldfields community.

MR. JOHNSON: On consideration of the Police Act of last session a provision similar to this was rejected. The operation of the Act, minus that provision, had according to the Premier worked well; and the Chamber of Mines and the police were perfectly satisfied with it, though Labour members and a large section of the people thought the Act too drastic. But now the Government wished to go farther. Why did the Minister for Mines wish to harass the alluvial miner? No charge of gold stealing had ever been brought against the alluvial miner; yet this clause would harass the alluvialist in the back blocks who had not the facilities for gold-selling that were found in large centres.

THE PREMIER: Then the clause would not inflict such great hardship in and around Kalgoorlie?

MR. JOHNSON: Not so much where there were plenty of gold-buyers; but it would on an outside alluvial rush.

THE PREMIER: Why not exempt outside rushes?

MR. JOHNSON: Impossible. Speaking of Kalgoorlie, an alluvial flat might be found at Feysville.

THE PREMIER: That was in the same locality as Kalgoorlie.

MR. JOHNSON: Miners could not leave their claims and travel nine miles to get their stores.

THE PREMIER: Were the two localities distinct?

MR. JOHNSON: No.

MR. FOULKES: The member for Kalgoorlie (Mr. Johnson) was now satisfied with the Police Act of last session, which he and his colleagues had then denounced as so drastic that even they would not be safe from accusations of gold-stealing. It was pleasing that their gloomy forebodings had not been realised. Every member ought to do what he could to make gold-stealing difficult. True, this might cause inconvenience to some alluvialists; but in the long run these would be the first to recognise the advantage of removing the vultures who preyed on the mining industry.

THE MINISTER: The subclause proposed by him would obviate the difficulty.

MR. FOULKES: The subclause was complicated and difficult to work. An accused person could easily say that he had got a piece of gold at a certain place, and it would be impossible to secure a conviction without refuting that statement. Opponents of the clause evidently thought there would not be enough licensed gold-buyers. Let them try the Bill as it stood, and if this difficulty arose have the measure amended next session. The same difficulty was alleged with regard to justices of the peace.

MR. TAYLOR: For 12 months he had been trying to get one appointed.

MR. FOULKES: Possibly the hon. member did not recommend the right person. The Minister could license any fit and proper person as a gold-buyer. Let members mention places where the supply of licensed buyers was short.

MR. HASTIE: Everywhere out back.

MR. FOULKES: Give details. That statement was too indefinite.

MR. BATH: The Minister could not deal with objections to these clauses and to his suggested amendment, without hinting that the objectors desired to

encourage gold-stealing. We were as strongly opposed to gold-stealing as he; but we objected to harassing a large section of the community. Convictions for gold stealing and convictions for stealing other articles were in the ratio of 1 to 100; but if it were proposed to license buyers of other articles there would be almost a rebellion. Yet because gold was stolen, as it naturally would be while we had men of criminal propensities in the community, we had these absurd proposals foisted upon us. He agreed with the member for Mount Margaret when he said it was impossible to change the appearance of smelted gold and make it appear like alluvial gold. If the contrary was the opinion of the State Mining Engineer, it would lower the prestige of that gentleman in the eyes of many people in the community. The proposals submitted, by which an alluvial man could sell gold, were so cumbersome and so strict that selling gold could only be done with difficulty, and there would be strenuous objections from the alluvialist. With regard to the Police Act the provisions were undesirable, and if they were enforced in their entirety a large proportion of the mining community would be up in arms. There were no complaints now, because the provisions were honoured more in the breach than in the observance. No one suggested that to decrease other crimes it would be necessary to place the whole community under the ban of criminality. It was only suggested that this should apply specially and specifically to the gold-mining industry. That was his (Mr. Bath's) chief reason for objecting to the provisions. It could almost be imagined the Premier and the Minister for Mines had started a new religion, or had gone back to the time of the Israelites when they became worshippers of the golden calf.

The Minister: Did the hon. member object to the whole of the provisions?

Mr. BATH strongly objected to Clause 205 as it applied to the alluvial digger. Certain provisions were essential, and he had no objection to the licensing of gold-buyers, because buyers of other articles were sometimes licensed.

The Minister: Did it not put under the ban of criminality all those persons who had to record their sales?

Mr. BATH: There would be no objection to registering the sale of gold bullion, but on the goldfields the wardens had absolutely declined to grant licenses, thus inferring criminality. If we could rely on the fact that every reputable person coming along would be granted a license, objections would be removed; but until the Minister could bring forward some other reason than the one he advanced, the Committee would be justified in rejecting the provisions. The Minister had referred to some provision in the Transvaal laws. We knew what was done in regard to the diamond mines in South Africa, and also of the almost inhuman practices resorted to in regard to the natives to prevent illicit diamond selling; but the Minister could not find any conditions in Australia relating to gold buying and selling similar to those in the Bill and to those in the Police Act.

The Minister: Would the hon. member agree to the New Zealand conditions with regard to the licensing of machinery or plant for the treating of gold?

Mr. BATH: Yes; because in New Zealand the issue of licenses was not restricted, unless in a very flagrant case. There were cases on the goldfields where persons in charge of treatment plants, from which quantities of gold were stolen, had been shielded from prosecution by those in authority; yet the mine directors in the old country classed the working miners as a lot of thieves, whereas in the Hannans district these men had no chance of stealing gold, or would have to carry up a ton of ore a day to get any gold worth stealing.

The Minister: We would be able to show the directors that it was not the working miner who stole the gold.

Mr. BATH: If the Chamber of Mines were intent on getting the criminals brought to justice and not on shielding people in the higher walks, we would get out of the difficulty. With their change-houses and watchmen there was no chance of the working man getting away with gold, so that the Minister could dispense with some of the stringent regulations, especially in regard to alluvial, and though he made provision for the licensing of buyers and sellers, there should be a minimum amount under which people could exchange gold freely. The provisions would then be ample to

reach the end the Minister desired to reach—the preventing of gold stealing, and at the same time a large proportion of the mining community would not be harassed or the exchange of gold hampered.

MR. HASTIE: The Police Act passed last year gave wonderfully great power to the police, more than they had in any other part of Australasia in regard to gold stealing. Was that power not sufficient? It did not go so far as these clauses provided.

THE MINISTER FOR MINES: The member for Hannans had no objection to the provisions of the Bill so far as they applied only to gold bullion, retorted gold, amalgam, etc., and that there should be no record of alluvial gold, but stated that by including alluvial gold in the interpretation we would place the whole of the residents of the fields under the ban of criminality. One could not understand the logic of the hon. member, who said that the embargo would have no effect on one section of the community, but that it would brand the whole of the community right away if placed on another section.

MR. BATH had asked for a modification of other provisions.

THE MINISTER was not aware of any amendment notified with regard to the other provisions.

MR. BATH: The member for Kanowna had moved to limit the amount to £20.

THE MINISTER: That amendment was exploded very quickly. The Police Act provisions gave certain power to the police to convict. The provisions in this Bill only required that there should be an absolute record of gold transactions. We would allow the alluvial miner and leaseholder to sell to anyone, only asking him to write out where he got the gold or where his lease was. The records would go to the head office, or to the Police Department, and if it was found that gold was coming from any district where gold was not obtained, it could be traced. There was, no doubt, a great deal of gold stealing. A jury could be deceived into thinking that smelted gold was alluvial gold. The ordinary man who purchased gold would say he thought it was alluvial gold and that he was justified in buying it. A man with experience might know at once it was not alluvial. A piece of smelted gold that had been dropped into water and granulated might be bought by any business man for alluvial gold, but the purchaser must obtain a statement from the seller saying where the gold had been obtained.

MR. BATH: If the proposal was a good one, why not apply it to other articles that were stolen?

THE MINISTER: More was being done by him to protect the good name of the working men than members who were opposing the clause. He did not believe that the working men stole the gold.

MR. TAYLOR: Then why keep on attacking them in the House?

THE MINISTER: The hon. member's mind was so distorted that he would say anything. A few specimens might be stolen from a rich mine, but the great bulk of the gold did not go that way. As he had said before, he believed the great bulk of stolen gold was taken on the surface, and members believed the same; therefore why make such a statement that an attempt was being made to cast a ban on the working men? In Coolgardie, Kalgoorlie, or Menzies, there was ample opportunity for alluvialists to get rid of their gold by going to licensed gold buyers; in which case it would not be necessary to give a written statement. There was no need to go to any other person than a registered dealer, and there would be numbers of persons who would give full value for the gold received. It was absolute rubbish for members to talk of the difficulties in Coolgardie, Kalgoorlie, Menzies, and Kanowna of getting rid of gold. The alluvialist could get full value from a bank. He saw no objection to going a little farther and saying that provision might be made in the clause that the Minister or Governor-in-Council should have power to exempt certain districts temporarily from this part of the Bill. That would enable outlying places where some hardship might be caused to the alluvialist to be exempted. Farther than that he would not go, and he would do his best to urge the Committee to adopt his proposal. He thought the Committee would agree to the alteration which he intended to move in Clause 205. The amendment could be put into proper legal phraseology on recommittal, for it was

simply drawn up in the office to-day, and no lawyer saw it until it was brought into the Chamber. He wanted to get the substance decided on. He asked the assistance of members in passing the clause so that there would be an absolute record of all sales of gold, at the same time giving the greatest facilities to people in outside places to dispose of their gold. If that were done the Bill would be a good one; at the same time we should take away from the working men any chance of allusions being made to them in the future. He was satisfied the working men were not the chief persons who were connected with gold stealing. He had always stated that. He had mentioned it in conference with the Chamber of Mines a year ago, and it was published in the Press. The proposals were brought forward to apply equally to the banks, the managers of gold mines, and every one connected with the gold-mining industry. It would apply equally all round, so that in the future we should know on whom to place the blame. He asked the Committee to pass Clause 204 as it stood, and Clause 205 with the amendments indicated.

MR. TAYLOR: It was necessary to again enter his protest to the proposals of the Minister, notwithstanding the accusation that his (Mr. Taylor's) mind was so distorted that he would say anything. He was pleased to know that his mind was not so distorted, for he looked on the alluvial miner in a different light from that in which the Minister looked on him. No charges had ever been made against the alluvialists, and that being so there was no necessity for the clause in the Bill. The amendment of the member for Kanowna would meet the case. Every line of argument advanced by the Minister proved that the hon. member had never been on a new rush in this State; nor had he mixed with men who had opened up the country. The Minister was not one of those to whom the country owed much for its prosperity. The Minister had stated that he had done a little bit of dryblowing; but that little bit of dryblowing was confined to burning solder from jam tins about the 90-Mile when the hon. member was following his profession. If the Minister had faithfully represented what the State Mining Engineer had said, then that officer's ability as a mining expert had gone down in his (Mr. Taylor's) estimation. He hoped to hear from that officer in his official capacity that he had been misrepresented by the Minister. The proposal of the Minister would give a monopoly in a large measure to storekeepers, for storekeepers would have licenses, and if a miner wished to sell his gold it must be to a storekeeper from whom goods must be obtained, for the alluvialist would not be able to purchase goods with the current coin of the realm, as he would not have it. The issue of licenses would create a monopoly to the storekeeper, which should not be tolerated. He was sorry the Minister was so confident that he was on the right track, for the Minister was the only mining man in the Chamber opposed to the amendment. The Minister was dependent on his blind servile majority, who would be resurrected from the Refreshment Room to carry his proposal. The Minister was single-handed in advocating these atrocious clauses, but he challenged the Minister to go on to any alluvial field and advocate the clauses. He challenged the Minister to go to the Black Range, where there were 500 dryblowers. It would be found necessary to have a body-guard to protect himself. It was only by going amongst the people who would be directly concerned that the value of such proposals was found out.

MR. HASTIE: If the clause was carried with the suggestions by the Minister, was it intended to revolutionise the present system, for licenses were now refused to every person except the banks? Last year licenses were refused to everybody about the Kalgoorlie and Boulder district, except to the banks.

THE MINISTER FOR MINES: No. It was his desire to see a number of licenses granted, otherwise he would not have had this clause inserted in the Bill, but he was quite justified last year in trying to get some suppression of the licenses which had been previously granted. Licenses were granted to many people who ought never to have obtained them, and one of the wardens told him the object of granting a license to a certain person was to "set a thief to catch a thief." That was the class of persons to a very large degree to whom licenses had been granted. One hoped that if this Bill passed, a larger number of gold dealers'

licenses would be granted than had been the case hitherto, though of course they should not be granted indiscriminately, but only after every inquiry had been made as to the character of the applicants. If good firms would apply for these licenses, it would be very beneficial to the mining community. He wanted opposition, but it would not do to give those licenses entirely into the hands of the banks, and he believed there were many reputable firms on the fields which would be only too pleased to act as gold buyers. Every care should be taken to see that only the most reputable firms should have these licenses. The department would only be too pleased to grant licenses to any reputable persons who might apply for them.

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

Ayes	...	...	7
Noes	...	...	12
Majority against	...		5

AYES.	NOES.
Mr. Bath	Mr. Atkins
Mr. Daglish	Mr. Ferguson
Mr. Hastie	Mr. Foulkes
Mr. Johnson	Mr. Gordon
Mr. Taylor	Mr. Gregory
Mr. Wallace	Mr. Hopkins
Mr. Holman (*Teller*).	Mr. Jacoby
	Mr. James
	Mr. Piesse
	Mr. Quinlan
	Mr. Rason
	Mr. Burges (*Teller*).

Amendment thus negatived.

MR. HASTIE moved as an amendment,

That after "include," in line 6, the words "alluvial gold" be inserted.

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

Ayes	...	...	7
Noes	...	...	12
Majority against			5

AYES.	NOES.
Mr. Bath	Mr. Burges
Mr. Daglish	Mr. Ferguson
Mr. Hastie	Mr. Foulkes
Mr. Holman	Mr. Gordon
Mr. Johnson	Mr. Gregory
Mr. Wallace	Mr. Hopkins
Mr. Taylor (*Teller*).	Mr. Jacoby
	Mr. James
	Mr. Piesse
	Mr. Quinlan
	Mr. Rason
	Mr. Atkins (*Teller*).

Amendment thus negatived, and the clause passed.

Postponed Clause 205—Gold dealers' licenses:

THE MINISTER FOR MINES desired to recommit this clause, to have a better opportunity of placing on the Notice Paper what the Government proposed to do. It would be hardly fair to ask members to pass a clause of which he had only just got the type-written copy, after working at it some time. It was possible we might be able to give better facilities, and provide that certain districts need not come under the Act, thus giving facilities to outside places. He hoped members would allow the clause to be passed now, under a promise that it would be recommitted, and every opportunity given to thoroughly understand any amendment the Government might bring down.

MR. HASTIE: The best way out of the difficulty would be to add a clause limiting the amount of gold.

Clause passed.

Postponed Clause 224—Sale includes exchange or pledge:

MR. HASTIE: This clause would practically prohibit any dealing in gold. He had to repeat that the exchange of gold was one of the commonest things known on the goldfields. People always exchanged gold, and would do so no matter what law was passed; and the consequence would be that every man engaged in an exchange would be at the mercy of any person who liked to inform. Why "exchange" was to be inserted one could not tell. He thought the Premier suggested last night that this provision was a complement of the other, so that a man should not be able to allege that a transaction was an "exchange" and not a sale. But it was too ridiculous to say that if a man exchanged one piece of gold for another he was liable to a heavy penalty.

THE PREMIER: If we agreed, and by a majority we had done so, that we needed to prevent the unlicensed sale of gold, we should have provisions to prevent the Act from being evaded. If, in carrying out a transaction by means of an exchange or pledge, one party said, "I do not sell you the gold, but I will exchange with you so much gold for so much flour," it might be contended that the transaction was not a "sale," but an "exchange."

MR. FOULKES: The member for Kanowna recognised that.

THE PREMIER: A person might say "This is an ounce of gold; you advance me five per cent. of the value, and charge me so much interest." Then the man making such advance would know well that he would not be paid afterwards.

MR. HASTIE: Compel him to keep a record.

THE PREMIER: The licensed gold buyer was supposed to keep a record; and with none but him should anyone wish to exchange gold. In how many cases was there a *bona fide* pledge of gold?

MR. HASTIE: Probably hundreds every month.

THE PREMIER: Surely such cases were exceptional. Raising money on gold would be like borrowing nineteen shillings on the security of a sovereign.

MR. HASTIE: Every time a crushing was put through, the gold was retained as a pledge of payment.

THE PREMIER: And ought not such a transaction to be regulated like a sale? What would be the value of the prior clauses were a person allowed, without registration, to get an advance on a quantity of amalgam?

MR. HASTIE: That was provided for.

THE PREMIER: If the hon. member's contention were correct, then because every mine had to send in a return of its gold yield, no gold buyers' licenses were needed. If alluvial gold were not subject to this part of the Bill, would the hon. member object to this clause?

MR. HASTIE: Yes; because exchange was very frequent.

THE PREMIER: Of other than alluvial gold?

MR. HASTIE: Of every kind of gold.

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

Ayes	...	...	10
Noes	...	...	7
Majority for	...	...	3

AYES.	NOES.
Mr. Atkins	Mr. Bath
Mr. Ferguson	Mr. Daglish
Mr. Foulkes	Mr. Hastie
Mr. Gordon	Mr. Holman
Mr. Gregory	Mr. Johnson
Mr. Hopkins	Mr. Wallace
Mr. Jacoby	Mr. Taylor (*Teller*).
Mr. James	
Mr. Rason	
Mr. Burges (*Teller*).	

Clause thus passed.

On motion by the MINISTER, progress reported and leave given to sit again.

ADJOURNMENT.

The House adjourned at 10·40 o'clock, until the next Tuesday afternoon.

Legislative Council,

Tuesday, 27th October, 1903.

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

PRAYERS.

PAPER PRESENTED.

By the COLONIAL SECRETARY: Report in accordance with Railways Act Amendment Act, Section 15, Subsection (*b*).

Ordered, to lie on the table.

INSPECTION OF MACHINERY BILL.

SECOND READING—AMENDMENT.

Debate resumed from 13th October.

HON. C. E. DEMPSTER (East): When this Bill was introduced by the Colonial Secretary, I think he had some misgivings as to how it would be received, and he assured us that it was not necessary to take it for granted that the Bill would be carried out in its full sense. I do not think it would be wise for the House to pass such a measure. If we consider the Bill is unnecessarily stringent and will be unnecessarily severe on any class of the community, I think it will be wise not to pass the Bill in its present form. It is a very vexatious and unnecessary measure. As Mr. Lane has pointed out, it is no improvement on the