Speaker's temporary absence; and I can vouch for the fact that the hon. member (Dr. Ellis) did deal with a considerable volume of figures, and did refer extensively to tabulated statements which he had before him. Of course it is impossible for me to say to what extent he quoted them; but I know that while I was in the Chair his speech was largely made up of quotations from those schedules.

THE PREMIER: I move that the House do now adjourn.

THE SPEAKER: Before putting the question, I may say that I gather from this reference to the matter of privilege that there will be no objection to the hon. member's returns being inserted in *Hansard*; and I shall therefore give the necessary instruction.

ADJOURNMENT.

The House adjourned at 20 minutes to 12 o'clock, until the next Tuesday afternoon.

Legislative Council,

Tuesday, 6th December, 1904.

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

PRAYERS.

PAPER PRESENTED.

By the MINISTER FOR LANDS: The Explosives Act 1895—New Regulation 12 in Part II., Carriage of Explosives.

QUESTION—FREMANTLE HARBOUR, HOPPER BARGES.

HON. M. L. MOSS asked the Minister for Lands: 1, What was the number of hopper barges purchased by the Government for the purposes of the Fremantle Harbour Works, and the cost thereof? 2, Have any of these barges been sold, and what price was realised? 3, Is it the intention of the Government to sell the remaining barges? 4, Are the barges fit for any, and if so what, public purposes? 5, Is the Government satisfied that the barges are not deteriorating in value? 6, What is the weekly cost of watching and maintaining the barges?

THE MINISTER FOR LANDS replied: 1, (*a*) Eight, being 4 of 400 tons capacity and 4 of 200 tons capacity. (*b*) £35,536. 2, One 400-ton barge, sold to Adelaide Towing Co. for £1,350. 3, Yes; if opportunity offers. 4, The barges could be used for the conveyance of dredged material to sea as heretofore, though they do not give results as economical as by the dredges conveying the materials in their own hoppers. 5, The barges are deteriorating in value, but not more than is usual under similar circumstances. 6, £3 per week for watching; no fixed sum can be stated for maintenance.

LEAVE OF ABSENCE.

On motion by the Hon. C. SOMMERS, leave of absence for 14 days was granted to the Hon. W. Oats, on the ground of urgent private business.

MOTION—KOOKYNIE LOCKOUT PROSECUTION, TO DISAPPROVE.

Debate resumed from the 30th November, on the motion of the Hon. M. L. Moss "That in the opinion of this House the action of the Government in retaining a legal practitioner residing in Perth to prosecute in the recent lockout case at Kookynie was not warranted in the circumstances."

THE MINISTER FOR LANDS (Hon. J. M. Drew): The duty devolves upon me to defend the Government in connection with what is practically a motion of censure tabled in this House by Mr. Moss, whose complaint seems to be that the Government employed Mr. Ewing to conduct a prosecution against

a mining company which had been concerned in a lockout at a place called Yundamindera, near Kookynie. The facts of the case are these. The first intimation received of trouble at Yundamindera was a paragraph in the *West Australian* of the 6th September. In this paragraph it was stated that 100 men were out on strike. The Minister for Labour wired to the workers advising them to resume work pending a settlement of the dispute by the Court of Arbitration. Later on he telegraphed requesting the workers to send him full particulars, as he desired to inquire whether Section 98 of the Conciliation and Arbitration Act had been infringed, the intention being that if that portion of the Act had been infringed by the workers, the workers should be prosecuted, and if it had been infringed by the employers, that the employers should be prosecuted. The particulars disclose that prior to the men leaving their work, the employers had committed a breach of Section 98 of the Conciliation and Arbitration Act by posting up a notification of a general reduction in wages in spite of the fact that the Conciliation and Arbitration Act was created for the settlement of all such disputes. A large number of men were affected. Many of the men were not members of any industrial union, as the body to which they belonged could not be registered. The A.M.A. had been registered previously, therefore the A.W.A. could not be registered. A complaint was accordingly laid by the registrar in his official capacity. Before the complaint was lodged, the facts were submitted to the Crown Solicitor, and he was of opinion that a breach of Section 98 of the Conciliation and Arbitration Act had been committed. The company against whom the complaint was laid was the Potosi Consolidated, Ltd. It was known that a large number of other companies contemplated a reduction of wages; therefore it was deemed advisable for industrial peace that the matter should be finally settled as to whether a general reduction of wages would constitute a lockout under the Act. Mr. Moss says the action taken by the Government constitutes the gravest abuse of power on the part of any Ministry that has ever been brought to light. That is a very sweeping assertion, and one that is very seldom heard from the lips of a gentleman usually so temperate in tone as Mr. Moss. For my part I fail to see where the abuse of power comes in, when a person is prosecuted for an infringement of a law made by Parliament, and in which the Legislative Council took part. It is provided by Section 98 of the Conciliation and Arbitration Act that a lockout is an offence, and moreover Parliament gave the registrar power to prosecute in such cases; so the Government in taking action were merely carrying out the law as laid down by Parliament. I presume members fully understood what they were doing when they gave the registrar such power, and I presume when they told the registrar that he could prosecute in such instances, the House meant that he had to prosecute. If Parliament did not mean that the registrar should prosecute in such cases, it will be difficult in future to know when Parliament is serious. This is a course that has been followed on other occasions. The registrar has prosecuted in a number of other cases. In connection with the tailors' lockout in Perth there was a prosecution against the employers. In the South-West timber strike the prosecution was against the workers. Then there was a charge of instigating a strike in the South-West district. That was instituted by the registrar, and the person charged was championing the cause of the workers. In every case, Mr. Ewing appeared as counsel on one side or the other. We are told that the action of the Government is discreditable. If it was discreditable for the Government to carry out the law of the land, the only thing we can do is to plead guilty to the offence. We intend to carry out the Conciliation and Arbitration Act most impartially, whether the employees or employers are concerned.

HON. C. E. DEMPSTER: And prosecute the strikers?

THE MINISTER: We shall be only too glad, if the strikers commit offences against the Act, to prosecute them. In the interests of industrial peace the Act should not be overridden.

HON. W. KINGSMILL: Will you always engage outside lawyers?

THE MINISTER: We shall, if we cannot spare men. It is stated that a

lawyer at Kookynie could have been employed. It is insinuated that we are dealing a blow at the livelihood of some struggling solicitor. This matter was gone into, and we discovered that there was no lawyer at Kookynie so well qualified as Mr. Ewing to conduct this case. Mr. Ewing has made a special study of industrial disputes, and has appeared, as I have said, in several cases. He has, moreover, appeared in cases dealt with in New South Wales, and it was scarcely likely that a lawyer of Kookynie would be possessed of this valued information. He was also fortified with decisions in connection with strikes and lockouts; and I think the best proof of his ability is that the company was prosecuted and fined in the sum of £10. The reason the Government went to the expense of employing Mr. Ewing was that there was a very important principle involved. The practical utility of the Conciliation and Arbitration Act was at stake. If a striker by leaving his work or if an employer by lowering wages could create a lockout, a coach and four could be driven through the Conciliation and Arbitration Act. This was the last thing we wished to see. The question of a few pounds extra expense should, I think, not stand in the way of preventing the Conciliation and Arbitration Act from being overriden, either by the employer or employee. With regard to the fees paid to Mr. Ewing I will let members know what he did for them. He left Perth on Friday and returned on the following Friday, being away seven days. He undertook a train journey of 986 miles. He had to go to Kookynie to conduct the case, but on reaching Kookynie he was obliged to travel to Yundamindera, 21 miles distant, to take the statements of the different men concerned, and return, this double journey being a distance of 42 miles.

HON. R. F. SHOLL: Did he pay his railway fare?

THE MINISTER: He paid his railway fare and expenses. The £100 paid included all expenses of travelling and sustenance, and the conducting of an appeal if heard in Perth; but there was a provision made by Mr. Ewing, which was accepted by the Government, that if the appeal was held elsewhere than in Perth the question of whether any farther remuneration would be paid would be left to the discretion of the Crown Solicitor. If the Crown Solicitor concluded that Mr. Ewing was entitled to farther remuneration, he was at liberty to recommend that Mr. Ewing should be paid that remuneration.

HON. M. L. MOSS: Did he recommend that he should get £100?

THE MINISTER: Yes. The question of £100 was submitted to Mr. Holman. Mr. Holman considered it a very high figure, and went to the Crown Law Department and consulted them. The Crown Law officers told Mr. Holman it was extremely doubtful whether he would be able to get any good lawyer to undertake the prosecution at Kookynie at less than £100.

HON. M. L. MOSS: Who made that statement to Mr. Holman?

THE MINISTER: The Crown Law Department.

HON. M. L. MOSS: Did Mr. Sayer tell you?

The MINISTER: I was told by one of the officers of that department. I have not the gentleman's permission to say who it was, and I am not going to mention the name. The registrar who made this stipulation as to the appeal fully believed that the decision of the magistrate would probably not be accepted. As to employing a solicitor at Kookynie, there was only one there, a MR. ACKLOW, and he was only admitted in 1902, and had very little experience. I do not wish to cast any reflection on him. I know nothing about him, but the fact remains that he was only admitted in 1902.

HON. M. L. MOSS: He was not admitted first in 1902. He came here from elsewhere.

THE MINISTER: This is the information supplied to me, that he was admitted in 1902. As to Mr. Ewing's out-of-pocket expenses, the money he actually paid in disbursements was: Railway fare to Kookynie, £7 2s. 11d.; sustenance, seven days at 25s. a day, £8 15s.; conveyance from Kookynie to Yundamindera and back, £6 15s.; total, £22 12s. 11d. So that the amount received for his seven days' work, less expenses, was £77 7s. 11d. I will just let members know what Perth lawyers receive. The usual fee for leading junior counsel is 15 guineas on brief, and

refresher of seven or 10 guineas a day of four and a-half hours' work.

HON. M. L. MOSS: In a police court? You do not know what you are talking about.

THE MINISTER: If I do not know what I am talking about, the Crown Law Department do not know what they are talking about. I know nothing of these matters. I have had to get my information from those who are supposed to know. Perth lawyers suffer no inconvenience of travel; they have no hotel expenses; and they are not obliged to leave their offices. Mr. Ewing was obliged to leave his office for a week. We have a precedent for something like this in connection with the James Government. There was a land arbitration case at Northampton about 18 months ago, and Mr. Robinson was employed to act. Mr. Robinson got £105 for six days' work at Northampton. Mr. Ewing travelled 42 miles by coach, whereas Mr. Robinson travelled the whole way by train. I think members will all admit that the cost of maintenance in the Geraldton district is nothing approaching the cost in the region of Kookynie. At the time Mr. Robinson was employed there were two very able Geraldton solicitors, the services of one of whom I am pretty well certain could have been obtained; but no, the previous Government selected Mr. Robinson; and I approve of the selection and of the man, because he was especially fitted to deal with that case, and he was very successful. There was a principle involved in connection with this case, and the result was extremely beneficial to the community. I am casting no reflection on the previous Government for what they did. I think they did the right thing, and they paid Mr. Robinson a fair amount. Allusion has been made to Mr. Ewing's connection with some of the prosecutions under the Truck Act, and Mr. Moss seems to be of opinion that this is quite a sufficient disqualification for Mr. Ewing's employment in connection with this recent prosecution. But I have yet to learn that a solicitor is disqualified from employment by the Government simply because of his having appeared to prosecute companies.

HON. M. L. MOSS: I said it was a coincidence that the same gentleman should be employed by the Labour unions and by the Government.

THE MINISTER: I do not know that it is. I am very much surprised that a member of the legal profession should make use of such an argument. I have laid the case as fully as I can before members, and will leave them to come to a decision. I hope Mr. Moss, after hearing what I have said, will withdraw the motion, and that if he does not the House will not pass the motion hastily, but will give it full consideration.

HON. R. F. SHOLL (North): I do not think we complain so much as to the actual remuneration to Mr. Ewing. I think Mr. Moss dealt more particularly with the principle of sending up a solicitor from Perth and employing a solicitor who is a well-known representative of most of the unions, if not of all them, in their disputes with the employers, and who has continually appeared in court in their disputes, instead of employing a solicitor registered on the goldfields in the locality, or nearer than Perth. In view of the fact that Mr. Ewing does represent most of the unions and has been fairly successful, it appears as if there were sympathy on the part of the Government with the workers as against the employers. I think the leader of the House stated that the Government communicated with workers and obtained certain facts. He did not say they also communicated with the employers to get their side of the question before they went to the expense of engaging this professional gentleman to travel up there from Perth, and to attend the court and prosecute the employers on the part of the Government in the particular matter in dispute. He also stated that Mr. Ewing had made a special study of industrial disputes, and that he had certain authorities and had been studying this question and the local Act. I think any lawyer who has passed his examination would be able to construe the local Act sufficiently to represent the Government. With regard to the case of Mr. Robinson, who was sent up to Geraldton, that was quite a different case altogether. There were thousands of pounds at stake between the Government and private individuals.

HON. W. MALEY: Great principles are at stake sometimes, too.

Hon. R. F. SHOLL: In that case it was a dispute over land. The Government naturally employed a solicitor to go there, the case being one in which they had to look after their own interests. Mr. Drew has very ably defended the Government in this matter, but I must say I view with a great deal of suspicion the action they have taken in regard to this question. I think thanks are due to Mr. Moss for bringing the affair before the House.

Hon. J. D. CONNOLLY (North-East): First of all what right had the Government to interfere in a dispute of this kind? Granted that they had, the Minister has stated there is no practitioner on the Eastern Goldfields fit to take up such a case as that. Mr. Moss told us an articled clerk could have conducted such a case. Yet the Minister tells us there is not a man on the Eastern Goldfields who could do so. I ask the Minister, will his colleagues, the Colonial Secretary, the Minister for Justice, and the Minister for Works, go up to their respective constituencies and state there is not a man there who was qualified to take up this case? We have heard at times, particularly from the Labour party, about decentralisation. I have heard it said by members in the new Ministry that everything was sent to Perth; that directly a new member was elected and came to Perth he became a Perthite and ceased to be a goldfields member. No men have talked more in that direction than those three Ministers; yet what do we find in a paltry case like this? They fee a man to go there and pay him £100. We were told on very good authority that the work could have been done for five or at any rate ten guineas. It was idle for the Minister for Lands to tell us there was only one practitioner at Kookynie, and then to say that practitioner was only admitted two years ago. The hon. gentleman did not say he was only admitted in this State at that time. Probably he was admitted before Mr. Ewing. But I block Kookynie. There are all the other towns on the Eastern Goldfields, where there are men probably as good as there are in Perth. At the present time some of the ablest men in Perth have come from the goldfields, and we have no reason to believe there are not just as able men there to-day as there have been in the past. As a matter of fact there are just as able men on the fields as there are in Perth; yet the money of the country is squandered in this way by paying £100 where £5 or £10 would have sufficed. It strikes me that we are being governed now not by Responsible Government, but by Labour caucus. The Minister went on to state that the amount left was a sum of £77 after deducting the cost of living and fares. Does it not cost other men money to live? Have the Government to pay if Mr. Ewing lives down here? Does he not have to pay for himself? He is entitled to pay for his own living. That to my mind does not count at all, because the Government could have engaged a professional man on the fields. I think it is a gross injustice to the constituencies, and to three of his colleagues, for the Minister to stand here and say there was no practitioner on the fields qualified to take that case. I trust his words will reach them, and that when these men go back to their constituencies they will explain, saying "They are all right in their own way, but not up to the standard of the Perth people; and therefore it was necessary to get a practitioner from Perth in all cases like this;" cases which Mr. Moss said could be argued by an articled clerk. I think this savours very much indeed of Government by Labour caucus, and not the way in which we should be governed.

Hon. E. M. CLARKE (South-West): It is not my intention to labour the question. I think the thanks of the House are due to Mr. Moss for bringing the matter before us. I listened very closely to the arguments used by the Minister for Lands, and I can only say that I rather sympathise with him. I also regret that he has taken the opportunity of referring to what was done by a previous Government in sending a man on an errand which anyone would naturally assume to be a parallel case, but which to my mind is nothing of the sort. The one is simply a dispute between employer and employee, whereas the other, so far as I can gather, was simply a claim which was made or likely to be made against the Government for compensation for the resumption of certain lands. That was certainly not a parallel case, inasmuch as the Government knew that if that case was to be defended, the Gov-

ernment would have to defend it, and in taking the course they did, they knew that thousands of pounds were at stake; therefore I fail to see that the present case can be justified by a reference to the other case mentioned. It is almost unnecessary to labour this question, except to say that the action of the Government in this case was at least injudicious and unwise. I have nothing farther to say, only that I agree with what Mr. Moss said, and I fail to be convinced by the arguments which the Minister has addressed to the House.

HON. W. MALEY (South-East): I am sorry I was not present when the Minister replied to the speech made by the mover. I agree with those members who say that Mr. Moss has done exceedingly good service to the country in bringing this matter before the House; but looking dispassionately at the motion, and considering its terms, I must confess I do not know any circumstance that would not warrant the Government, if they entered on the prosecution, in engaging the best counsel they could obtain. I am in favour of that view, because if I were going into litigation, I should consider it a duty to myself to get the best counsel and the best forensic ability that could be obtained; and if I had to choose between Mr. Moss as a pleader and Mr. Ewing as a pleader, I should feel that I was on the horns of a dilemma. Still, knowing as I do that country lawyers are not always of the same high calibre as lawyers in the metropolis, and knowing that there is a tendency for legal talent to gravitate to the metropolis, that it is the tendency of an able lawyer, after gaining his training and experience perhaps in country districts, to go to the principal city, I would say that the best talent open to the Government could undoubtedly be obtained in the city of Perth. A fee of £100 does not seem to be a big sum to pay a counsel of the standing of Mr. Ewing, to leave his business in Perth and go to Kookynie to conduct a case there. The question is whether the Government were warranted, and whether the exigencies of the case demanded, that a gentleman of the legal standing of Mr. Ewing should be taken from his business in Perth and sent to conduct a case in a distant part of the State. It seems to me that the Government were the best judges of the circumstances; and without going into any controversy as to trade unions or other matters, I say if the Government thought it necessary to carry the case to a successful issue, they did well to engage a well-known counsel in Perth. They might possibly have done better, and might have saved some expense by engaging a legal gentleman in the locality where the case arose; but in doing so, they might have made a mistake. While I sympathise with the motion, I must say there is a good deal in the plea put forward by the Minister that the Government were justified in obtaining the best legal talent available.

HON. M. L. MOSS: That is not the point.

HON. J. A. THOMSON (Central): I heard the speech of the mover in introducing the motion, and it did not appear to me that he brought it forward because it was a question of principle whether the Government should undertake this prosecution, but rather Mr. Moss laid stress on the fact that the Government had paid £100 to Mr. Ewing to go to Kookynie and conduct a case there, when they might have obtained a legal gentleman in the locality for the sum of £10 or £15. That was the argument which I understood the mover to use. I cannot say whether the Government were justified in sending a legal gentleman from Perth to undertake that prosecution, because I do not know the facts of the case; but speaking as one who has had something to do with engaging legal gentlemen to conduct cases, I must say it is not always the cheapest to obtain a local lawyer, and that is especially so on the goldfields. I have, on different occasions, had to send a lawyer from Perth to conduct cases on the goldfields, and whereas I might have obtained that lawyer for a fee of £10 or £15 to conduct a case in Perth, I had to pay two or three times that sum to induce him to leave his business and go to a distant place to conduct a case. If that legal gentleman had not been responsible to my business firm for conducting their legal business, he would not have gone at all. I think hon. members ought to consider whether the Government were justified in this departure or not. I do not think hon. members should just

say the Government ought to be bound hand-and-foot by the opinion of members of this or the other House as to what they should do in matters of this kind. Surely the members of the Government, who have all the facts before them, are the best judges as to whether it is right and proper to engage counsel to go to the goldfields and conduct a prosecution. Mr. Sholl has laid great stress on the point that the Government had no right at all to undertake this prosecution, and had no right to engage even a local lawyer to conduct it. But I maintain that there was ample reason for the Government to undertake this prosecution, because a new statute was in operation, and the particular case was perhaps one that might become a precedent. Therefore it was right and proper that the Government should obtain the best legal assistance, in view of the possibility of an appeal becoming necessary. I do not know why the Government have acted as they have done, but if I had been in such a position I should have asked myself, what is the best to be done under the circumstances? And I should have acted accordingly. I think that those who had all the facts under consideration were the best able to judge in the matter.

HON. M. L. MOSS (in reply as mover): After the opportunity afforded by the few days' interval for the Minister to confer with his colleagues, and apparently confer also with Mr. Ewing, we have heard his explanation this afternoon; and it is perfectly evident from his speech that he has had those consultations, because we were treated in his remarks to the information that Mr. Ewing was possessed of all the reports of New South Wales cases in relation to arbitration, and were told what it cost Mr. Ewing for conveyance, what his other expenses were, and the exact profit he made. So, after conferring with his colleagues and with Mr. Ewing, we find they have arrived at some sort of explanation which the Minister has given to the House. In moving the motion the other day I made two points. One was that I objected to the payment of so large a sum as £100 in the particular case, and I objected to a lawyer in Perth being engaged to go to Kookynie, when a lawyer in the locality might have been obtained. The next point I laid great emphasis on was that I thought it no part of the business of a Government to take sides in an industrial dispute, and that it was the duty of the Government to steer a middle course, neither siding with the employer nor with the employee. I wished to point out to the House exactly where this is leading the country. The Ministry evidently think I am to be severely condemned for having brought this motion forward; but my friends sitting in this House think I am to be commended for it; and I would rather have the commendation of members of this House who know me better, than praise from the Ministry. I have another complaint to make. Mr. Sholl and others have agreed with me that the Government have no right to interfere in industrial disputes. What has taken place in connection with this dispute? I find on referring to the *West Australian* of the 22nd November that there is an item of news headed "An Industrial Dispute." I will not weary the House by reading the item, but it appears there was some dispute between W. Detmold Ltd., Fremantle, and a number of employees in their establishment. The Arbitration Court made an award for a limited period, stating the number of apprentices to journeymen that should be employed in the establishment; and the term of the award having expired without the workers going back to the Arbitration Court to have it extended, W. Detmold Ltd. put on one or two more apprentices, with the result that the president and secretary of the Bookbinders' Union waited on the Minister for Labour, who said that "he intended to deal with this dispute on the same lines as those followed in connection with the Potosi Gold Mine, where the company were proceeded against for doing an act in the nature of a lockout and were fined £10 10s. with costs." W. Detmold Ltd. did nothing in disobedience to the Arbitration Court, which is the tribunal Parliament has set up to deal with such a matter. My objection is that in the Kookynie case and in this case the Government are acting as partisans. It is idle for Mr. Thomson to say that I am quibbling about the fee of £100 paid to Mr. Ewing. Of course I am. It was a monstrous fee to pay. My

position as a representative of the public is to point out that if the Government act as partisans, we shall have an industrial award at one time with the Government on the side of the workers, and the next day an industrial award with the Government on the side of the employers. Is that going to give industrial peace? [HON. J. A. THOMSON: Law-breakers must be prosecuted.] The Act provides that an industrial union may take these proceedings, or the registrar; but the registrar would never have interfered in the matter at all if it had not been for the attitude taken up by the Government. If officially these matters had been brought before the registrar, depend upon it the Minister would have had the documents here to-day to show that a legitimate claim had come from the men to the registrar. We would have been confronted with these documents in the House. No; it was an interference by the Government. The Minister tells us that these men were not formed into a union; but the men had only to move the Trades and Labour Council, and any registered union could have laid the information. Would the Government be justified in putting £100 of revenue into the hands of a union? The Government have acted wrongly; and now, instead of making admission of their wrong, attempt to patch it up. The Minister says he consulted his colleagues; but it is a very lame excuse.

THE MINISTER FOR LANDS: There was no consultation.

HON. M. L. MOSS: The Government evidently know the books that are on Mr. Ewing's shelf, or how was this information obtained. We are told that Mr. Acklow was not employed because he was only admitted to the bar in 1902. That is unfair. Mr. Acklow came from another part of the British Empire and was admitted in this State in 1902. I have had an opportunity of meeting him, and I find that he is an able practitioner who would have been well fitted to conduct this case, as well fitted as the gentleman entrusted with it. It would have been an easy matter to appeal for a rehearing before the Supreme Court, when we could have secured the services of officers of the Crown Law Department. I make this statement again, that one of my great objections to Mr. Ewing's being retained on this matter is that he is the gentleman retained by all these unions. This justified me in saying that the Government were partisans in this matter, and I desire to repeat the statement after listening to the explanation of the Minister. The money paid to Mr. Ewing is no more a fee to him than a fee to him as factotum of the Labour party; and I do not care whether the statement pleases the Minister for Lands or his colleagues in the Government.

HON. W. MALEY: The motion is only a matter of centralisation.

HON. M. L. MOSS: I am sorry that Mr. Maley has any objection to the motion, but I am not going to stop and explain it to him. Every member knows what it means.

HON. W. MALEY: It is by innuendo.

HON. M. L. MOSS: No. I say the action of the Government was thoroughly unwarranted and that it was a gross waste of public money. If an attempt is made to interfere with W. Detmold Ltd. in the same way, I shall bring it before the country. It is only by bringing these matters forward that we can see whether the Government are carrying on the affairs of the State properly. I have no intention of withdrawing the motion.

Question put and passed.

On farther motion by HON. M. L. Moss, resolution transmitted to the Legislative Assembly for concurrence.

LOCAL COURTS BILL.

IN COMMITTEE.

Clauses 1, 2—agreed to.

Clause 3—Interpretation:

THE MINISTER: It was necessary to amend the definition of "clerk" by adding the words "and acting in the absence of the clerk" after "assistant clerk."

HON. J. W. WRIGHT moved an amendment that the word "assistant" be struck out and "deputy" inserted in lieu. The merchants of Perth wanted farther powers under this Bill, and it was desired to insert the word "deputy" instead of "assistant."

THE MINISTER opposed the amendment. The word "assistant" was used right throughout the Bill.

HON. W. MALEY: What was the distinction between the two words?

HON. J. W. WRIGHT: Assistant clerk meant a paid servant. The idea of using the words "deputy clerk" was that merchants could send their deputies who managed their businesses, to courts to prove matters.

HON. G. RANDELL: The hon. member was talking of some other definition. This definition applied to officers of the court.

HON. J. W. WRIGHT: Farther on power was given to the assistant clerk to close the court. He thought the amendment desirable.

HON. G. RANDELL: The amendment suggested by the Minister would cover the object sought by the hon. member.

HON. F. M. STONE: The amendment would not suit the hon. member's purpose, as it applied to officers of the court. There was no objection to the merchant's deputy appearing in the court, but there was no necessity for the amendment.

Amendment put and negatived.

THE MINISTER moved an amendment:

That the words "acting in the absence of a clerk" be added to the definition of "clerk."

Amendment put and passed.

HON. J. W. WRIGHT moved an amendment:

That the words "and the magistrate thereof sitting in open court as prescribed in this Act," be added to the definition of "Court."

This was in accordance with the principal Act, and was an amendment desired by the petitioners.

HON. M. L. MOSS: It was most inexpedient that this should pass into law at the request of certain petitioners, without reason given. In these definitions and in the Bill as a whole there was nothing new. It was a copy of Imperial legislation and of some of the best Acts in adjoining States. The amendment seemed meaningless. The Bill had been drawn by the Parliamentary Draftsman, who had full opportunity of acquainting himself with the latest legislation. Members should be careful before passing aimless amendments.

HON. J. W. WRIGHT: The hon. member should know that these words were in the parent Act.

HON. W. MALEY: The relevancy of the amendment to this definition was not apparent; and he would oppose it in default of an explanation.

THE MINISTER: There was no apparent reason for the amendment.

Amendment put and negatived.

THE CHAIRMAN: As Mr. Wright had many amendments, time would be saved if they were put on the Notice Paper.

HON. J. W. WRIGHT moved that progress be reported and leave asked to sit again, to enable him to write out the whole of the Bill afresh.

THE MINISTER opposed the motion.

Motion put and negatived.

THE MINISTER moved an amendment:

That the word "justices," in the definition of "magistrate," be struck out, and "justice" inserted in lieu.

HON. M. L. MOSS opposed the amendment, which would affect an amendment he intended to move to Clause 12. By that clause the magistrate might appoint a justice as a substitute. It was not expedient to give one justice power to decide a case in which £100 was in dispute. There ought to be two justices.

THE MINISTER: If two were thought necessary, let members negative the amendment.

HON. W. MALEY disapproved of one justice being allowed to decide a dispute involving £100. There were justices and justices, some to whom a case of great importance might be committed, and others who should be given very little discretion. Some were well versed in law, and others hardly competent to explain one clause in this Bill. Two would be better counsellors than one.

Amendment not pressed, and the clause passed.

Clauses 4 to 9—agreed to.

Clause 10—Place and times of sitting:

HON. J. W. WRIGHT moved an amendment:

That the word "every" be inserted between "in" and "such," in line 4.

HON. M. L. MOSS: How would this improve the clause?

THE MINISTER: The amendment seemed unnecessary.

Amendment put and negatived, and the clause passed.

Clause 11—agreed to.

Clause 12—Deputy magistrate:

HON. M. L. MOSS moved an amendment:

That the word "justice," in line 4, be struck out, and "two justices" inserted in lieu.

HON. J. W. WRIGHT moved a farther amendment:

That the words "or more" be inserted after "two" in the amendment.

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

Farther amendment negatived, and the clause as amended agreed to.

Clauses 13 to 17—agreed to.

Clause 18—Duties of bailiff:

HON. J. W. WRIGHT moved an amendment:

That in line 2 of Subclause (a), between "or" and "his" the word "by" be inserted.

Amendment negatived, and the clause passed.

Clauses 19, 20—agreed to.

Clause 21—Bailiff answerable for escape and neglect to levy execution:

HON. J. W. WRIGHT moved an amendment:

That in line 3 the word "may" be struck out and "shall" inserted in lieu.

THE MINISTER FOR LANDS: Discretion should be left with the Minister.

HON. M. L. MOSS: The alteration would not make the clause more mandatory. The clause was a copy of an Act which had been in force 14 or 15 years in the State, and there was no attempt on the part of magistrates to shirk their duties.

Amendment negatived, and the clause passed.

Clause 22—Disability:

HON. J. W. WRIGHT moved an amendment:

That in line 5 after "sues" the words "in person or otherwise" be inserted.

This was a Local Courts Bill and the merchants wished to appear in person.

HON. M. L. MOSS: A litigant could appear in person in the Local Court and in the Supreme Court if necessary.

Amendment negatived, and the clause passed.

Clause 23—Bailiff to give security:

THE MINISTER FOR LANDS: It was desired that this clause should follow Clause 21.

THE CHAIRMAN: The Clerk would attend to that alteration.

Clause passed.

Clause 24 — Remedies against and penalties on bailiffs and other officers for misconduct:

HON. J. W. WRIGHT moved an amendment:

That in line 2 the word "is" be struck out and "be" inserted in lieu.

Amendment negatived.

HON. J. W. WRIGHT moved an amendment:

That in line 5 the word "may" be struck out and "shall" inserted in lieu.

Amendment negatived.

HON. J. W. WRIGHT moved an amendment:

That in line 8 the word "may" be struck out and "shall" inserted in lieu.

Amendment negatived.

HON. J. W. WRIGHT moved an amendment:

That in line 10 the words "he thinks" be struck out and "shall be" inserted in lieu.

HON. J. W. HACKETT: "Shall be," just in whose opinion?

HON. J. W. WRIGHT: According to law.

Amendment negatived, and the clause passed.

Clause 25—agreed to.

Clause 26—Indemnity to persons acting under this Act:

HON. J. W. WRIGHT moved an amendment:

That in line 5 "has" be struck out and "have" be inserted in lieu.

Amendment negatived and the clause passed.

Clause 27—Limitation of actions:

HON. J. W. WRIGHT moved an amendment:

That in line 3 the words "it is" be struck out and "such action be" inserted in lieu.

HON. W. MALEY supported the amendment, which he thought a reasonable one, making the clause a shade more intelligible than it was previously.

HON. M. L. MOSS: The clause was perfectly intelligible and he hoped the Committee would not alter it.

HON. J. W. WRIGHT wished to make the clause intelligible to ordinary laymen.

HON. M. L. MOSS: It had been in operation for 14 years and we had never had any trouble.

Amendment negatived.

HON. J. W. WRIGHT moved an amendment:

That the word "six" be struck out and "twelve" inserted in lieu.

HON. M. L. MOSS: The object of inserting six months was that if the bailiff or clerk of the court did anything wrong in the execution of his duty, one must bring his action within six months to enable the clerk to get the evidence. This was nothing new. It had been the law for 14 years.

HON. J. W. WRIGHT thought that the recent prosecutions by the Waterworks Board would not have taken place if six months had covered it. Men might be out of the State.

HON. M. L. MOSS: Those allegations in the case of the Waterworks Board were in connection with matters of a fraudulent nature; but this clause had reference to cases of a bailiff perhaps having a warrant of execution and omitting to take possession.

Amendment negatived, and the clause passed.

Clause 28—Privilege:

HON. J. W. WRIGHT wished to move an amendment to the headline, "Legal Practitioners," by adding "or who may appear."

THE CHAIRMAN: The headlines were not part of the Bill.

HON. J. W. WRIGHT: The headline appeared in the Bill, and how could he get the alteration made?

HON. M. L. MOSS: Without this clause one could not sue a solicitor in a Local Court, he being an officer of the Supreme Court. It would be necessary to take him to the Supreme Court to sue him. The object of the clause was that a solicitor should not escape from being sued in an inferior court. That provision appeared in the English County Courts Act and in Acts in other countries in the British Empire.

THE CHAIRMAN suggested that the Hon. J. W. Wright should move an amendment of the clause itself.

HON. J. W. WRIGHT moved that the words "to exempt him from the provisions of this Act" be struck out, "and the fact of such privilege having been allowed may be appealable" inserted in lieu.

HON. W. MALEY accepted the explanation given by the Hon. M. L. Moss, and did not think one could have anything more satisfactory that the terms of this clause.

HON. J. W. WRIGHT: The object he had was to provide that when a justice of the peace did grant any privilege, one might appeal against it. Even in the interpretation clause there was nothing about appeals.

HON. J. A. THOMSON thought the amendments in the Bill should be made very clear.

Amendment negatived, and the clause passed.

Clause 29—Appearance may be in person or by a legal practitioner:

HON. J. W. WRIGHT moved an amendment that the words between "person" and "may" be struck out, and "employee, relative, or any other person authorised in writing by a party on either side" inserted in lieu."

Amendment negatived.

HON. M. L. MOSS moved an amendment—

That the last paragraph of the clause be struck out.

This paragraph was not in the Bill as originally drafted, but was inserted by a member in another place. This was an opportunity for a stump orator, an amateur advocate, a bush lawyer, a sea lawyer, or whatever one liked to call him, or a candidate for Parliament to appear in person; and then there was the unheard-of principle that the magistrate should be entitled to reward that person for appearing. Such person would be made a legal practitioner without examination, and one was afraid that the magistrates of this State, who were troubled sometimes with legal practitioners, would have a good deal more to contend with when they had these stump orators appearing in the Local Court. It would affect the public time and affect the magistrate, and it was the duty of Parliament to give people a certain amount of protection. We had a standard of efficiency, and Parliament might do well to keep it up and not go in for innovations of this character, which had been attempted nowhere else and which to his mind—and he believed the majority of members would agree with him—would be establishing an exceedingly bad precedent.

THE MINISTER: This paragraph was introduced in another place. It seemed to be a useful provision, suitable for many parts of the State where lawyers

were not obtainable, especially in the North-West and some other parts. It should be a great convenience to litigants to be able to employ an agent at a cost of perhaps £2 or £3, instead of obtaining a lawyer at a great expense from a distant centre.

HON. M. L. MOSS: A magistrate could permit that under the present Act.

THE MINISTER: Yes; but this provision would enable the agent to be paid for the services rendered, and it was reasonable that an agent should be paid. This paragraph left it to the discretion of the magistrate to fix the amount that should be paid according to circumstances. In many cases that came before the Local Court the amount in dispute was small, and it could not be expected that a litigant should go to the expense of procuring a lawyer from Perth or some distant centre; therefore he should be allowed to employ an agent if he could get one suitable for conducting his case.

HON. J. W. HACKETT: Was the reward for his services to be outside the ordinary scale of costs?

THE MINISTER: There was no limit in the Bill, and the amount fixed by the magistrate might be as low as possible.

HON. J. A. THOMSON differed from the Minister as to the necessity for this provision, and moved

That paragraph 2 be struck out.

He objected to quack lawyers as much as he objected to quack doctors. He would not object to a man doctoring himself, but he did seriously object to those wretched persons who, without knowledge or learning, pretended to doctor other people and charge for it. There should not be quack lawyers nor quack doctors. Those who engaged bush lawyers would only injure themselves. It was right and proper that a defendant should be allowed to conduct his own case as at present, and there was nothing to prevent a magistrate awarding to a litigant the ordinary costs of witnesses, when the litigant obtained a verdict by conducting his own case.

HON. C. E. DEMPSTER supported the provision in the Bill, because a magistrate would allow only such fee as would be fair in the particular case; and it would be a convenience in many places for persons to be able to employ an agent to conduct a case in court.

HON. E. M. CLARKE: This was a dangerous provision, and if passed it would enable some men to go about simply promoting litigation in order to get the fees which they might obtain as agent in conducting a case. It had come within his knowledge that in a certain case, unqualified practitioners advised a man that he had a good case, whereas the unfortunate man had not a leg to stand on, as he found on taking the case into court and the verdict being given against him, for which he had to pay a much larger sum than if he had settled out of court.

HON. C. A. PIESSE: Some magistrates that he knew would have a lively time if this clause was allowed to pass, particularly if a magistrate was allowed to delegate his powers to two justices. The whole clause ought to be struck out. However one might object to the fixed charge of some lawyers, they gave their whole life to the study of law, and they ought to be paid reasonably. That could not apply to agents who were not lawyers.

HON. G. RANDELL: The paragraph should be struck out, for it would lead to a considerable amount of litigation, and would also occupy the time of magistrates to an inordinate extent. It might induce people to take up cases against others for the purpose of earning fees as advocates. The effect of the clause could only be evil, though it was introduced probably from a good motive.

HON. W. MALEY sympathised with both the views which had been put forth. There was something to be said in favour of employing an agent in distant parts of the State where a lawyer could not readily be obtained, or in cases of small amount; and it was only reasonable that a litigant should be allowed to appoint an agent in such circumstances. On the other hand, he was obliged to confess that it had been painful to himself, as it must be to others, to see a person lose his case for want of sufficient knowledge or want of a capable advocate to assist him in putting that case fairly before the bench. It was to be regretted that the clause was not so framed as to meet both these requirements.

HON. J. W. WRIGHT moved an amendment—

That after the word "person" there be inserted the words "may recover costs according to the scale provided by the rules of court."

Amendment put and negatived.

Amendment (to strike out paragraph 2) put and passed.

Clause as amended agreed to.

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

Clauses 31 to 34—agreed to.

Clause 35—Extended jurisdiction:

HON. M. L. MOSS moved

That the clause be struck out.

It was unnecessary to repeat arguments already advanced on the second reading in favour of this course.

THE MINISTER: The clause should be retained. It was only a discretionary power given to the Governor-in-Council to constitute any Local Court a court of extended jurisdiction to try cases up to £250; and no court would be so constituted unless the magistrate had the ability to determine cases of extended jurisdiction. The clause might not be used for many years, but it was always advisable to have the power to meet special circumstances. The Governor-in-Council might very well be given discretion.

HON. W. T. LOTON: It was undesirable to give permission for this discretion. Laws giving power to the Governor to make regulations were objectionable, and this Bill was on the same lines. He was opposed to giving permissive power to the Governor-in-Council.

HON. C. A. PIESSE supported the clause. Being anxious to see an experiment in giving extended jurisdiction to magistrates, he thought this an excellent opportunity of judging how magistrates would act and how such cases would be dealt with. The clause should be passed in the interests of the far North, where extended jurisdiction should be given.

HON. G. RANDELL opposed the clause and the principle underlying it. This was a dangerous power to give the Governor-in-Council, and the result might be disastrous if that power were abused. It would create ill-feeling and suspicion of favouritism. If we were to have jurisdiction to £250, let us have it in the Bill; but as Mr. Moss had said, considering the magistrates presiding over many of the courts, it was not desirable to give extended jurisdiction. This provision might be applied in a partial way, so he objected to the power being left to the Governor-in-Council. The provision was contrary to constitutional practice and sound law.

HON. J. W. WRIGHT opposed the clause. It was a dangerous power to give to the Governor-in-Council or the Ministry of the day. If extra power was required for the courts we should have Circuit Courts.

Motion passed, and the clause struck out.

Clauses 36 to 46—agreed to.

Clauses 47—When some defendants give notice of defence and others do not:

HON. C. A. PIESSE: Would this apply to members of a firm, or would all the members of a firm have to put in a defence?

THE MINISTER: The representative of the firm would be sufficient. If there were three or four defendants not in a firm, whose interests were altogether apart, it should be necessary for all to appear in court.

Clause passed.

Clause 48—agreed to.

Clause 49—Notice of special defence:

HON. C. A. PIESSE moved an amendment:

That the words "any Statute of Limitations; or" in paragraph (5) be struck out.

Most business men objected to this loophole of escape from the payment of liabilities. The term was only six years.

HON. M. L. MOSS: The amendment would not alleviate the difficulty.

HON. C. A. PIESSE: It was too bad that men should be relieved of their liabilities. We had no right to legislate to make men dishonest. By giving people the opportunity to become rogues we very often converted an honest man into a scoundrel. Something should be done to make the period longer than six years.

THE MINISTER: The hon. member was off the track. This clause had nothing to do with the principle of the Statute of Limitations, but merely said that no defendant should be allowed to plead the statute unless certain notice

was given to the clerk of the court. Without this wise provision the plaintiff would not know until the last minute that the defendant intended to plead the Statute of Limitations.

HON. C. A. PIESSE: Men took advantage of the statute; so there should be an extension of the period. Men were now allowed to take a trip to the Eastern States for a given period and thus escape payment of their debts.

Amendment withdrawn, and the clause passed.

Clause 50, 51—agreed to.

Clause 52—Judgment on such confession or agreement:

THE MINISTER moved an amendment:

That the word "amounts" in line 5 of Subclause 2 be struck out, and "amount" inserted in lieu.

Amendment passed, and the clause as amended agreed to.

Clauses 53 to 59—agreed to.

Clause 60—Splitting demands:

THE MINISTER: The House having decided that the jurisdiction of the court should not extend beyond £100, this and the next clause need not be amended.

Clause put and passed.

Clauses 61 to 76—agreed to.

Clause 77—Where defendant appears and admits claim:

HON. M. L. MOSS: By the second paragraph, the clerk of the court might, subject to the rules of the court and with the consent of the parties, hear and determine any dispute in which the amount did not exceed £5. This seemed an entirely new clause. Did the Committee think it desirable?

THE MINISTER: Surely this was entirely a matter for the parties to decide.

HON. J. W. WRIGHT: The agreement by the parties should be in writing.

HON. M. L. MOSS: So it would be, according to the rules.

HON. C. A. PIESSE: Someone said to-night that there were justices and justices. So also were there clerks and clerks. There were clerks of court whom he would be sorry to see judging a case involving only £1. By this clause the clerk of the court could act as judge when £5 was involved; yet two justices were needed when the amount was £6. He moved that the second paragraph be struck out.

HON. C. E. DEMPSTER supported the paragraph.

HON. F. M. STONE: The paragraph should be struck out. It was an innovation, and would lead to endless difficulties. Some persons might think themselves bound to go before the clerk if the claim did not exceed £5, and might afterwards complain that they did not know that the case could have been heard by the magistrate. To one man £5 might be as large a sum as £100 would be to another. Why should the maximum be £5 rather than £6?

THE MINISTER: Many paltry cases could be inexpensively tried under the clause; and both parties must agree to the clerk's hearing the case. This would be a kind of arbitration.

Amendment put and negatived, and the clause passed.

Clauses 78 to 86—agreed to.

Clause 87—Costs, when not recoverable except on certificate or order:

THE MINISTER: To be consistent with the provision already made as to the extent of jurisdiction, be moved:

That the words "fifty pounds," in line 4 of Subclause 1, be struck out, and "one hundred" inserted in lieu.

HON. M. L. MOSS: The Minister was in error in saying that this amendment was needed for consistency's sake. The clause was a copy of the Imperial Act and other Australian Acts. A man might, in the Supreme Court, sue for more than £100 and might recover less than that amount, and yet have a *bona fide* claim which he was justified in bringing before the Supreme Court rather than the Local Court.

THE MINISTER: The Parliamentary Draftsman had sent him a note to the effect that the amendment was necessary, in order that the clause should be consistent with the clause restricting the jurisdiction to £100. The note continued: "It will be in accordance with the Imperial Act, referred to in the margin."

HON. F. M. STONE: The provision had been in existence since the jurisdiction was raised from £50 to £100, some 10 or 12 years ago. How the Parliamentary Draftsman could say it was necessary to alter the clause to make it consistent he did not know.

THE MINISTER: There was a farther note received from the Parliamentary Draftsman stating that the clause as printed was according to the existing law when the jurisdiction of Local Courts was raised to £100. The £50 in this clause should consistently be raised to £100 also. The Parliamentary Draftsman seemed to infer that there had been some oversight in the past.

HON. M. L. MOSS: This provision appeared in the Imperial legislation on the point. A person might bring a claim in the Supreme Court and properly be advised to bring it there, the amount in dispute exceeding £100, but the plaintiff might only recover £55, and although he was justified in going to the Supreme Court he had to pay his solicitor the full Supreme Court costs but could recover only Local Court costs.

Amendment negatived and the clause passed.

Clauses 88, 89, 90—agreed to.

Clause 91- Judgment to be final unless new trial granted:

THE MINISTER moved two verbal amendments:—

That in line 1 between "judgment" and "except" the words "and order of the court" be inserted; also, in line 1, the word "herein" be struck out, and "in this Act" be inserted in lieu.

Amendments passed, and the clause as amended agreed to.

Clauses 92 to 107—agreed to.

Clause 108—Appeal to the Supreme Court:

HON. F. M. STONE moved an amendment:—

That in subclause (*a*) the words "in which the amount claimed exceeds £20" be struck out.

The amount at present was unlimited. It would be advisable to keep to the present provision. There were many questions of principle which might be involved in a claim for 1s. For instance a tramway company might sue a person for a threepenny fare. A great question might be involved as to whether the company were entitled to charge that fare. It would be advisable to give the right of appeal in such a case. Magistrates did not like appeals; they tried to get out of them. It was not right to leave it to the magistrate to say whether an appeal should be granted or not. A man might go to a railway station to catch a train and find that the train had started before its time. The person might be going to Fremantle and be forced to take a cab, which would cost him 10s. An action might be brought against the Government for the recovery of the 10s. to decide whether the Government were entitled to start a train earlier than the time mentioned in the time-table. That was a question of principle involving a great deal. Take the Truck Act for instance. A person might sue a company for £5, and there might be thousands of pounds hanging on the issue of that case. It might be necessary to appeal to the Full Court from the Local Court. Such a case would be tried in a country district where there was a magistrate who might say that he would not grant leave to appeal as the company were liable. The law as it at present stood had inflicted no hardship and had been in force for many years.

THE MINISTER said that the object of the clause was to prevent frivolous appeals. He did not intend to press his opinion on members, who should come to a decision calmly.

HON. J. W. WRIGHT: There was no interpretation of "appeal."

Amendment passed.

Paragraphs (*b*), (*c*), (*d*), and (*e*) struck out.

HON. M. L. MOSS moved an amendment that the word "clerk," in line 33, be struck out and "magistrate" inserted in lieu.

Amendment passed.

HON. J. W. WRIGHT moved an amendment that "thirty," in line 35, be struck out, and "ten" inserted in lieu.

HON. M. L. MOSS: No man should be prevented from getting his rights, but Parliament should step in and say we were not going to have a lot of frivolous appeals, and provision should be made for security. One might give security by bondsman or by paying £30. The cost of one of these appeals would come to about £125. This provision was inserted to prevent what had occurred in the past, a great number of frivolous appeals.

Amendment negatived, and the clause as amended agreed to.

Clauses 109 to 115—agreed to.

Clause 116—Rule or order substituted for writ of mandamus:

HON. J. W. WRIGHT moved an amendment:—

That after the word "may," in line 4 of the clause, "in person or otherwise as provided herein" be inserted.

One could not appear in person before the Supreme Court. If a man was unable to employ counsel he was out of court. The Judges would not even open the papers. A case occurred only the other day.

HON. M. L. MOSS: There was a gentleman, Mr. F. Lyon Weiss, who was very prolific in his applications for writs of mandamus, and our Full Court decided that this was the one thing in the law that would have to be moved for by counsel. He (Hon. M. L. Moss) believed this was a hardship and ought to be removed. He did not know whether the words of the hon. member would do that. The courts of law from the lowest to the highest ought to be open to any person, but he was afraid that the amendment of the hon. member would preclude a person from employing counsel. He would suggest to the Minister that this clause should be postponed, and that the Parliamentary Draftsman should make it clear that a person could go to the Supreme Court.

THE MINISTER was in thorough sympathy with this amendment. The law courts should be open to any person, and there should be no necessity to employ anyone to act for him. Whether this particular amendment was drafted in the proper form he could not say.

HON. J. W. WRIGHT suggested that the clause be postponed.

HON. M. L. MOSS moved an amendment

That the words "by counsel or in person" be inserted after "may."

Then the Minister could take the advice of the department.

HON. J. W. WRIGHT accepted the alteration, and withdrew his amendment.

THE MINISTER was willing to accept the amendment by Mr. Moss.

Amendment passed, and the clause as amended agreed to.

Clauses 117 to 124—agreed to.

Clause 125—Clerk to execute conveyance or transfer:

HON. M. L. MOSS: This was a new procedure, and he thought it inexpedient that a clerk should be vested with power of signing these transfers. A magistrate should do it. He moved an amendment, that "clerk" be struck out and "magistrate" inserted in lieu.

Amendment passed, and the clause as amended agreed to.

Clause 26—agreed to.

Clause 127—Bailiff may seize goods:

HON. J. W. WRIGHT moved an amendment,

That after "implements of trade" the words "books and papers" be inserted.

HON. M. L. MOSS: These books of account might contain particulars showing that the debtor owed a considerable amount of money. We must be careful what we were about.

Amendment negatived.

HON. J. W. WRIGHT moved that the words "family photographs and portraits" be added.

THE MINISTER did not object to the amendment.

HON. C. E. DEMPSTER objected to frames being included.

HON. J. W. WRIGHT: A debtor might have a family oil-painting, of no value to other persons, but in a very expensive frame, and a creditor should have a right to seize that frame among the assets.

Amendment passed, and the clause as amended agreed to.

Clause 128—Security seized to be held by bailiff:

HON. J. W. WRIGHT moved an amendment in the last line:—

That after "paid" the words "forthwith in full" be inserted, to read "paid forthwith in full."

HON. M. L. MOSS: This clause was the same as had been in force since 1863.

Amendment negatived, and the clause passed.

Clause 129—agreed to.

Clause 130—Distraint for arrears of rent:

HON. C. A. PIESSE: Subclause (*b*) would not operate fairly to landlords in country districts, and it seemed suitable only for landlords in towns, where properties were let on short tenancies. In country districts properties were usually let by the year, and although a property might have been occupied 11 months when a seizure for debt was made, the landlord would not be able to claim any fair proportion of his rent under this provision. A landlord in a city could

claim rent up to four weeks in the case of weekly tenancy, but a landlord in a country district would not be able to claim the same proportion. That was unfair.

HON. M. L. MOSS: If a tenant occupied a place for a whole year and was allowed to go six or nine months longer without the rent being pressed for, the landlord deserved to suffer for allowing him to go on if a seizure happened to be made. Conspiracy existed sometimes between a landlord and a tenant for the purpose of claiming a larger amount of rent than was really due, in order to defeat some other creditor. The clause was fair as it stood.

HON. C. A. PIESSE: A country landlord should be allowed to claim at least one half the amount of rent actually due; but the clause would not allow him the same proportion of rent as in the case of a city landlord.

HON. J. W. WRIGHT put in a new clause providing for premises let by the year.

HON. C. A. PIESSE: Something should be done to protect country landlords who had no alternative but to let properties on a 12-months' tenancy.

HON. G. RANDELL: There were more cases where landlords allowed tenants to remain in houses without payment than those in which the landlord acted strictly on terms. He (Mr. Randell) knew of a case where a landlord had given a tenant money to go out. The Bill was exceedingly hard on landlords. In fact landlords seemed to be at the mercy of the tenant. It was generally thought that the landlord was a prey for the general public, and some legislators thought they could fleece the landlord or owner of property as much as they liked. It was time some objection was taken. Notice of vacating a place should be given by the tenant, but landlords were usually lenient. A case in which a landlord had strictly kept a tenant to a bargain had not come under his (Mr. Randell's) notice. More protection should be given to the landlord than was given by this clause. He moved an amendment:

That in line 1 of paragraph (*b*) the word "four" be struck out and "eight" inserted in lieu.

Amendment passed.

HON. G. RANDELL moved an amendment:

That in line 3 of paragraph (*b*) the word "two" be struck out and "four" inserted in lieu.

Amendment passed.

HON. G. RANDELL moved an amendment:

That in line 4 of paragraph (*b*) the word "three" be struck out and "six" inserted in lieu.

HON. C. A. PIESSE: By the amendments just passed we allowed landlords to claim eight weeks' rent for weekly rentals and four months' rent for monthly rentals. Now it was proposed to allow a claim for only six months' rent for an annual rental. This was unfair to the country landlord who usually let his property on a yearly rental. The claim should be for at least nine months.

HON. G. RANDELL: In moving the amendments the idea was to protect the owner of town property. In very few instances were rents collected at longer periods than three months.

HON. W. T. LOTON: The way out of the difficulty was for the country landlord to collect rents quarterly. The clause dealt with arrears of rent, and by extending the periods as had been done and as was now proposed to be done, we gave too great a preference to the landlord over judgment creditors. It was regrettable the amendments had been passed. If the landlord did not exercise his privilege to collect his rents in time, it was his own fault for being lenient.

HON. E. McLARTY: Six months was quite long enough to protect a landlord. It was no kindness to a tenant to allow rents to run on for 12 months.

HON. C. E. DEMPSTER: Protection should be given to country landlords. Rents were collected as a rule after crops were cut; but in many cases a landlord could not shift a tenant. In towns it might be possible to collect rents at shorter intervals; but it was not possible to do so in country districts.

HON. C. A. PIESSE: The clause went to extremes with regard to both weekly and monthly tenants. Landlords neglecting to collect their rents should not be allowed to collect four weeks' rent; or if the principle were applied to a weekly tenant, it should apply to an annual tenant. When two years' rent was due,

the landlord should receive one year's. However, if the Committee wished six months inserted instead of three, he (Mr. Piesse) would not object.

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

Clause 131—Power to commit:

HON. J. W. WRIGHT: The tendency of modern legislation was to do away with the stain attaching to imprisonment. For the word "prison" in the clause, he would substitue "house of detention," and such a word as "attachment" might be substituted for "execution"

HON. M. L. MOSS: There was no such place as house of detention.

Clause put and passed.

Clause 132—agreed to.

Clause 133—Discharge on payment of debt and costs:

HON. M. L. MOSS moved an amendment:—

That the words "his being adjudged bankrupt," in line 4, be struck out, and "a receiving order under the Bankruptcy Act 1892 being made against him, or his executing a deed of assignment under the Bankruptcy Act Amendment Act 1898," be inserted in lieu.

The clause was taken from the New South Wales Act. There, as soon as a petition was lodged against a debtor, he could be adjudged bankrupt. Here, on the filing of the petition, a receiving order was made against him.

Amendment passed, and the clause as amended agreed to.

Clause 134—agreed to.

Clause 135—Suspension of 34 Vict., No. 21, s. 3:

THE MINISTER moved an amendment:—

That the words "section three of" be inserted after "provision of," in line 1.

Amendment passed, and the clause as amended agreed to.

Clauses 136 to end—agreed to.

Schedule, preamble, title—agreed to.

Bill reported with amendments.

PRIVATE BILL—KALGOORLIE TRAMWAYS RACECOURSE EXTENSION.

SECOND READING.

HON. R. D. McKENZIE (North-East): In moving the second reading of this Bill, I should like to say that, although it is not perhaps an informal Bill, it yet needs a little explanation. It is entitled an Act to authorise the Kalgoorlie Electric Tramways Ltd. to construct, maintain, and manage a line of tramways on the racecourse at Kalgoorlie. Members are perhaps not aware that a tramway company has no power to construct or extend its lines of tramway on private property. It has the power, after getting an order from the Commissioner of Railways, to extend them along a public street or roadway. In this instance it is desired to extend a line of tramway some 400 yards from the present terminus in one of the public streets of Kalgoorlie to within an enclosure known as the Kalgoorlie racecourse. The extension will be constructed in all cases similarly to the existing tramlines in the Kalgoorlie municipality and the Kalgoorlie Roads Board territory. Like all other private Bills, this Bill has in another place been subjected to the scrutiny of a select committee, by which it was after a few slight amendments recommended to another place, which passed it as it now appears before us. I do not think many of the clauses need explanation. I shall be glad to answer any questions members may ask. The motive power of the tramway will be the same as is now used in Kalgoorlie; the Minister will have the same power over the extended line as he has over the portion already constructed; the rate of speed is similar to that provided in the agreement between the company and the municipality; the tolls and charges are fixed, and the company cannot depart from them without the consent of the municipal authorities. The tramway already runs to the racecourse boundary. The company ask for power to cross the the street, and to run to the members' reserve inside the racecourse enclosure. There were a number of sections taken from the Tramways Act of 1895. These referred to the use of flanged wheels, to penalties, and to the Government not being bound to compensate in certain cases, and to other matters. I do not think there is any farther necessity for me to explain the Bill. I merely move the second reading.

HON. C. E. DEMPSTER (East): From my knowledge of the locality I can assure the House it will be an advantage to the public to have this tram running. At present people have to depend on cabs and 'buses, and the charge to the race-

course is 2s. 6d. or 5s. The tram will run to the racecourse for a threepenny fare, so that it will be of immense advantage to the people.

HON. C. SOMMERS (North-East): This work is of great importance to the Kalgoorlie residents. It is a short formal measure, and I trust the House will pass it.

Question put and passed.

Bill read a second time.

IN COMMITTEE.

Clauses 1 to 11—agreed to.

First Schedule—agreed to.

Second Schedule:

HON. R. D. McKENZIE moved that in paragraph 2 in the blank before "month" the word "six" be inserted.

Amendment passed, and the schedule as amended agreed to.

Preamble, Title—agreed to,

Bill reported with an amendment, and the report adopted.

TRUCK ACT AMENDMENT BILL.

ASSEMBLY'S MESSAGE.

Schedule of three amendments made by the Legislative Assembly now considered in Committee.

THE MINISTER FOR LANDS moved that the amendments made by the Legislative Assembly be agreed to.

Put and passed.

Resolution reported, and the report adopted.

ADJOURNMENT.

The House adjourned at twenty-five minutes past 9 o'clock, until the next day.

Legislative Assembly,

Tuesday, 6th December, 1904.

MR. SPEAKER took the Chair at 3·30 o'clock, p.m.

PRAYERS.

PAPERS PRESENTED.

By the MINISTER for MINES AND JUSTICE: (*a.*) Papers relating to the release of prisoner Casely, moved for by Mr. A. J. Wilson. (*b.*) New Regulation under "The Explosives Act, 1895."

QUESTION—LANDS FOR AGRICULTURE, NEAR RAILWAYS.

MR. NEEDHAM, for Mr. Moran, asked the Premier: 1, Has he reliable data in his possession concerning the quantity of land suitable for agriculture, not heavily timbered, and either within a reasonable distance of a railway line, or which could be rendered available by a moderate expenditure on railway communication? 2, Will he give such data to the House at the earliest possible moment?

THE PREMIER replied: 1, The Government have already taken steps to obtain this informaton. 2, Such information will be submitted to the House as soon as possible.

QUESTION—MANURE MANUFACTURE.

MR. MORAN asked the Premier: Is there any information available as to the existence in the State of a quality of limestone suitable for a base for manure manufacture?

THE PREMIER replied: There are indications that such limestone exists, but up to the present the actual deposits found have not been sufficiently rich in phosphate of lime to be worth the cost of working and carriage.