

with regard to its strength. We all know that the strength of a building is based upon its foundation, and we must all admit we would not be here to-day were it not for the women (general laughter); and we should give them justice. I am very glad to be able to give my support to the principle of women's suffrage.

HON. F. T. CROWDER: I move that progress be reported, and leave asked to sit again.

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

Ayes	...	...	10
Noes	...	...	5

Majority for ... 5

AYES.	NOES.
The Hon. D. K. Congdon	The Hon. R. G. Burges
The Hon. C. E. Dempster	The Hon. R. S. Haynes
The Hon. J. W. Hackett	The Hon. A. P. Matheson
The Hon. W. T. Loton	The Hon. G. Randell
The Hon. H. Lukin	The Hon. C. A. Piesse
The Hon. D. McKay	(Teller).
The Hon. E. McLarty	
The Hon. J. E. Richardson	
The Hon. F. M. Stone	
The Hon. F. T. Crowder	
(Teller).	

Motion thus passed.

Progress reported, and leave given to sit again.

HON. F. M. STONE moved that the debate be adjourned until Wednesday, 16th August.

HON. R. G. BURGESS moved, as an amendment, that the date be the 9th August.

Amendment put and negatived, and the motion passed.

POLICE ACT AMENDMENT BILL. IN COMMITTEE.

Bill passed through Committee without debate, reported without amendment, and report adopted.

ADJOURNMENT.

The House adjourned at 9.10 p.m. until the next day.

Legislative Assembly,

Tuesday, 8th August, 1899.

Appropriation Message: Ivanhoe Venture G.M. Co., Compensation—Papers presented—Question: Electoral Bill, Redistribution of Seats Bill—Contagious Diseases (Bees) Bill, third reading—Sale of Liquors Amendment Bill, Amendments on report—Weights and Measures Bill, in Committee, reported—Track Bill, in Committee, Clauses 1 to 7, Division, progress—Adjournment.

The DEPUTY SPEAKER took the Chair at 4.30 o'clock, p.m.

PRAYERS.

APPROPRIATION MESSAGE—IVANHOE VENTURE G.M. CO., COMPENSATION.

Message from the Governor was received and read, as follows:

The Governor has the honour to inform the Legislative Assembly that in accordance with the following resolution, passed by your honourable House on the 27th day of October, 1898, viz.:

"In the opinion of this House the report of the Select Committee on the Ivanhoe Venture Lease discloses the fact that the Company suffered great hardship and total loss of their capital through the recent disturbances at Kalgoorlie, and the defects of the mining laws of this colony, which the Company could not have foreseen, and the House is of opinion that this Company is deserving of the consideration of the Government,"

he appointed a Commission on the 25th day of November, 1898, to inquire into the case and to report thereon as to whether any liability attached to the Government in regard to the hardships and losses alleged to have been suffered by the company for the reasons stated in the resolution of the Legislative Assembly, and what consideration should be shown to the company.

On the 6th day of December, 1898, the Commission reported that "it had not been suggested on behalf of the company that the Government was under any legal obligation to make reparation for the losses sustained, but that if effect were to be given by the Government to the resolution of the Legislative Assembly, the Commission were unanimously of opinion that the lessees should receive at the hands of the Government reimbursement of their actual pecuniary loss." The actual pecuniary loss was assessed as £5,037 11s. 9d.

The Governor submitted the recommendation of the Commission for the consideration of his Ministers, and they "were unable to agree with the opinion expressed by the Commission, as they could not conceive that it was intended by the Legislative Assembly that the colony should be liable for the whole

of the actual loss sustained by the company," and it was decided to defer taking any further step till your Honourable House had an opportunity of again considering the matter.

The Governor now recommends that an appropriation be made out of the Consolidated Revenue Fund of £2,500, to be paid to the company, in order to give effect to the resolution of your Honourable House, and the recommendation of the Commission.

Government House, Perth, 8th August, 1899.

Ordered, that the consideration in Committee of the foregoing Message be made an Order of the Day for Thursday next.

PAPERS PRESENTED.

By the PREMIER: 1, Reports of Rabbit Inspectors (1898-9); 2, By-laws (Park lands) of Fremantle Municipality; 3, Return (Federation) showing Bonuses to Industries in Eastern Colonies, as moved for by Mr. Moran.

By the MINISTER OF MINES: Regulation No. 3 (Amendment), under Mineral Lands Act.

Ordered to lie on the table.

QUESTION—ELECTORAL BILL, REDISTRIBUTION OF SEATS BILL.

MR. VOSPER, without notice, asked the Premier if he could give the House an approximate idea as to when the Bills for the reform of the electoral system and the redistribution of seats would be introduced.

THE PREMIER said he hoped that on Thursday next or the following Tuesday he would be able to place the Electoral Bill on the table of the House; but the Redistribution of Seats Bill would have to be delayed a little while, as it was a troublesome question and required much of his personal attention, which he had not been able to give up to the present. The Electoral Bill was prepared, and only required to be printed; so that he expected the final revise could be laid on the table on Thursday or Tuesday next.

CONTAGIOUS DISEASES (BEES) BILL.

Read a third time, and returned to the Legislative Council with an amendment.

SALE OF LIQUORS AMENDMENT BILL. AMENDMENTS ON REPORT.

Order of the Day for adoption of report from Committee was read.

THE ATTORNEY GENERAL moved that in Clause 3 (certain persons buying, etc., liquor from an unlicensed person not to be regarded as accomplices), the words "on the hearing" be struck out, and "in respect" inserted in lieu thereof.

Put and passed.

THE ATTORNEY GENERAL moved that in the same clause the words "regarded by the Court as," in the last line, be struck out, and "deemed" inserted in lieu thereof.

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

Bill reported with amendments, and the report adopted.

WEIGHTS AND MEASURES BILL.

IN COMMITTEE.

Clauses 1 to 5, inclusive—agreed to.

Clause 6—Computation from the standard pound, avoirdupois:

THE ATTORNEY GENERAL moved that the following proviso be added: "Provided that flour, bran, and pollard shall be sold by the customary ton of 2,000lb. avoirdupois or the hundred-weight of 100lb. avoirdupois, or some multiple or part thereof respectively."

MR. RASON: That would not affect the difficulty in regard to the sale of grain by the bushel.

THE ATTORNEY GENERAL: Provision would be made for that in a separate clause.

THE COMMISSIONER OF RAILWAYS: The word "meal" should be added after "pollard."

THE ATTORNEY GENERAL: The words "the product of all grain" would meet the view of the hon. member.

MR. HIGHAM: It seemed to be unnecessary to add flour, bran, and pollard, if the product of all grain was to be exempted.

THE COMMISSIONER OF RAILWAYS: The words should be "the mill products of all grain."

MR. GEORGE: What about malt?

THE COMMISSIONER OF RAILWAYS: Grain was sold by the bushel, which would be provided for in a schedule.

HON. H. W. VENN: Would this clause apply to grass seeds?

THE COMMISSIONER OF RAILWAYS: There would be no difficulty in

dealing with the sale of grain and mill products. The custom was to sell mill products—bran, pollard, and meal—at 2,000lb. to the ton; but in selling seed of any kind, the weight would have to be by avoirdupois, or it would depend on how the seed was sold, by the hundred pounds or the hundredweight, or whatever was the custom in the trade; therefore there would be no difficulty in dealing with the sale of seed. As to the sale of grain, that would be provided for in a schedule, giving the weight customary in the trade. Mill products ought to be 2,000lb. to the ton. He moved that the words "the mill products of all grain" be inserted in the amendment.

THE ATTORNEY GENERAL accepted the additional words, and altered his amendment accordingly, by consent.

HON. H. W. VENN: What was the interpretation of grain?

THE ATTORNEY GENERAL: An interpretation was not necessary. Grain was grain.

MR. GEORGE: A grain of sand, what was that?

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

Clauses 7 and 8—agreed to.

Clause 9—Computations from the standard Yard:

THE ATTORNEY GENERAL moved that the following be added: "Provided that nothing herein contained shall affect the measurement of land by links and chains."

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

Clauses 10 to 24, inclusive—agreed to.

Clause 25—Authorised copies to be accessible for comparison:

MR. GEORGE: When the schedule of fees was reached, at a later stage, he intended to challenge the fees provided in the Bill.

Clause put and passed.

Clauses 26 to 30, inclusive—agreed to.

Clause 31—Coals, coke, etc., to be Sold by Weight:

MR. GEORGE moved that the word "charcoal" be struck out. Charcoal-burners carried on operations in the bush, and as a rule they were miles away from any convenience for weighing; therefore to compel them to weigh charcoal would be extremely inconvenient, and must add

to the cost, if the charcoal had to be carted to the nearest place where machinery was kept for weighing. The effect of this compulsion would be that charcoal would be burned so as to weigh more heavily, and in that way would not be so suitable for the purposes to which charcoal was applied.

MR. LEAKE: Why should there be any limitation as to the mode of selling these articles? A reason had been given as to charcoal, but why should there be any restriction as to the mode of selling any of these articles?

THE ATTORNEY GENERAL: Because weight was a fairer test for sale.

MR. GEORGE: Coke, slack, and cannel coal had always been sold by weight, except when a custom prevailed in London some 200 years ago, under an old system of royalty.

MR. SOLOMON: A large quantity of coke was now imported into this colony by means of the German steamers, and was used by jewellers for smelting.

MR. GEORGE: The quantity of coke used by jewellers in this colony was very small.

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

Clause 32—Dry goods to be Stricken:

MR. HIGHAM moved that the clause be struck out. From considerable experience of the drapery trade, he knew the clause to be inapplicable. A yardstick of the same thickness at both ends would be inconvenient, and the proviso was useless. For the purpose of dealing with small goods in the drapery business, a brass yard-measure was usually attached to the counter.

MR. ILLINGWORTH: The expression "dry goods" in the clause appeared to be improper. The clause was evidently intended to deal with such produce as meal, etcetera, the idea being that a round stick should be passed over the top of the measure containing the article sold.

THE COMMISSIONER OF RAILWAYS: The clause had no reference to the drapery trade.

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

Clause put and passed.

Clauses 33 to 47, inclusive—agreed to.

Clause 48—Penalty for use of Unlawful Weights:

MR. GEORGE moved that the word "charcoal" in line 4 be struck out.

THE CHAIRMAN: The suggested amendment would be made consequentially on that already passed.

Clause put and passed.

Clauses 49 to 54, inclusive—agreed to.

New Clause:

THE ATTORNEY GENERAL moved that the following be added to the Bill, to stand as Clause 32:

Wheat, etc., to be Sold by Weight.—Agricultural produce mentioned in the Seventh Schedule hereto shall be sold by the bushel standard weight and not by measure, and the weight thereof shall be estimated at the number of standard pounds avoirdupois set against the name thereof in the said schedule. Provided the Governor may at any time, by proclamation published in the *Government Gazette*, declare that other agricultural produce specified in such proclamation, and the weight set against the same respectively, shall be added to the schedule, and thereupon such additions shall be read as part of the schedule. Provided also that nothing in this section shall apply to any contract for the sale of, or a lien upon any growing crops, or unthreshed grain; any sale of less than a bushel; or the supply by an innkeeper of any article of provender for the animals of his guest, or for animals in his charge as such innkeeper.

This clause had been provided to meet the point raised by the member for South Murchison (Mr. Rason), namely, that a certain standard of weight was recognised throughout the trade in agricultural produce. During the second reading, he had had no opportunity of telling the hon. member that it was intended to deal with this matter in a separate Bill. The object of this Bill was simply to create standards of weights and measures, and not to deal with any particular product; but, as the object of the hon. member could be gained by a short clause, he had drafted one. The Seventh Schedule to the Bill, which had just been drafted, pointed out the following weights per bushel:—Wheat, 60lbs.; rye, 60lbs.; maize (crushed), 54lbs.; barley, 50lbs.; oats, 40lbs. From time to time the Governor-in-Council could add other products to the schedule.

MR. HIGHAM: Bran and pollard, each 20lbs. to the bushel, should be added.

THE CHAIRMAN: That could be moved when dealing with the schedule.

New clause put and passed.

Schedules 1 to 3, inclusive—agreed to.

Schedule 4—Fees for comparing the authorised copies of the Standard Weights and Measures:

MR. GEORGE: The scale of fees fixed was too high; for while it might not seriously affect large firms, it would press unduly upon small shopkeepers. It was ridiculous to charge £1 1s. for testing a set of avoirdupois weights costing only a few shillings. It was more important that the scales and weights used by small provision merchants should be accurate, than that a revenue should be derived from these fees. The heaviest weight used by grocers, for instance, was, as a rule, the 28lb. weight; and a complete set of weights could be bought for 4s. 6d. He moved that the charge of £2 2s. for comparison of a complete set of authorised copies of the standard weights and measures be reduced to 10s. 6d.; that the charge of £1 1s. for comparing a set of avoirdupois or troy weights (each set) be reduced to 5s.; and that the charge for comparison of any single copy, whether of weight or measure, be reduced to 1s. The powers given to inspectors by the Bill were sufficiently great to prevent abuses. Moreover, many of the weights and measures imported from the old country had already been tested by the home authorities.

MR. MITCHELL: The weights and measures in the first instance should be stamped, without any charge to the owners. People had been trading in this colony for years, and their weights might not be correct, as there had been no means of having them corrected.

MR. ILLINGWORTH: The Fourth Schedule related to Clause 17, the object of which was that all municipalities should have a copy of the standard set of weights and measures, and these copies should be compared once in every five years with the standards kept by the metropolitan corporation. This schedule only provided for the fees to be paid by the various municipalities to the Perth Municipality for correcting the standards, a work which required great accuracy and care, and he did not think the fee was too high. The schedule did not relate to individual shopkeepers; to think so was absurd, because a set of weights and scales would only cost about 4s. 6d., and to charge one guinea for stamping the weights would not be right.

MR. QUINLAN: A reference to Clause 17 would show that the standards kept by the different municipalities only need be corrected once in five years, therefore the fees should stand as printed in the schedule. The Perth Municipality had an authorised set of scales, and it had been correcting weights and measures for some years. This matter had been attended to more carefully since the Perth Municipality obtained a new set of standards, which cost a considerable sum. The Perth Corporation only charged a small fee for correcting weights and measures belonging to individuals.

MR. GEORGE: If the fees were not intended to refer to individuals, where were the fees which did refer to them?

MR. QUINLAN: The municipalities would fix the charge.

MR. GEORGE: Would the Attorney General say whether the contention of the member for Central Murchison was correct.

THE ATTORNEY GENERAL: It was correct.

MR. GEORGE: Were the fees mentioned in the Fourth Schedule those which would be charged by the Perth Corporation to the various municipalities, or were they the fees to be charged to outside people? Had the municipalities to draw up a scale of fees?

THE ATTORNEY GENERAL: It was clear that the charges mentioned in the Fourth Schedule were those that the municipalities would have to pay to the metropolitan municipality; but he could quite see that if the municipalities had to pay the fees mentioned in this schedule, they would want to make up for the expense by charging the public.

MR. ILLINGWORTH: This Bill was taken from the Victorian Act, and the custom in Victoria was to charge one penny per weight for stamping.

Schedule put and passed.

Fifth and Sixth Schedules—agreed to.
New Schedule:

THE ATTORNEY-GENERAL moved that the following be added, to stand as Seventh Schedule:—Wheat, 60lbs. to the bushel; rye, 60lbs.; peas, 60lbs.; beans, 60lbs.; tares or vetches, 60lbs.; maize, 56lbs.; maize, (crushed) 54lbs.; barley, 50lbs.; oats, 40lbs.; bran, 20lbs.; pollard, 20lbs. to the bushel.

Put and passed.

Title—agreed to.

Bill reported with amendments.

TRUCK BILL. IN COMMITTEE.

Clause 1—agreed to.

Clause 2—Interpretation:

MR. MITCHELL: The interpretation of money was defective. A draft or order drawn on a bank or banking corporation would be made a legal tender, but this distinction as to banks would create a great injustice in some districts. No doubt the interpretation would suit towns, but for outlying districts it would not work well. It mattered little whether a cheque was drawn on a bank, or an order was drawn on a firm or an individual, so long as the cheque or order was paid when presented, without any deduction. He moved that the word "or" in line 6 be struck out, and that after "corporation" in the same line the words "any incorporated company or firm or individual trading or carrying on business in Western Australia" be inserted.

MR. VOSPER: The hon. member failed to see that, if his amendment were carried, a person could make an order on anybody or nobody, and it would become a legal tender for the payment of wages. A master would be placed outside the pale of the Masters and Servants Act; and his order might be dishonoured when presented for payment. The idea of allowing a master to issue an order on a bank or some institution of that kind was that its notes were a legal tender; but when an order was made payable on some individual, a workman would be placed in a worse position than he was now.

MR. MITCHELL: There were the concluding words of the definition, "if the workman freely consents to receive such drafts or orders."

MR. GEORGE: An employer might give an order on another person 50 miles distant, and the workman would go away believing the order would be met; but when the workman got to that other person, the order might not be paid and the man might be asked why he was so simple as to accept the order. In such a case the man would have to tramp back the 50 miles and try to get satisfaction from the employer.

THE PREMIER: A cheque was given in the same way.

MR. GEORGE: But if a cheque were valueless, a person giving the cheque could be punished. People had been punished for giving cheques when there were no funds to meet them.

MR. HIGHAM: No, only in the case in which a man had no account at that bank.

THE PREMIER: Where a man had an account and expected the bank to honour his cheque, and the bank refused to do so, it might not be the fault of the man who gave the cheque.

MR. GEORGE: The Premier took a broad view of this matter. If a man gave a cheque and it was not honoured, that man should be punishable for fraud.

THE PREMIER: The object of the amendment was good, but there was not much security in a cheque unless the drawer had funds in the bank to meet it. A person drawing a cheque might have it dishonoured for various reasons, without his being guilty of fraud. Many firms in this country carried on large operations, such as Dalgety and Company, which held large pastoral stations, and orders were drawn on them by the manager of a station. Such orders would be duly honoured, the firm having probably limited the amount, and would take care to check the items.

MR. LEAKE: Dalgety and Company were bankers also.

THE PREMIER: If that were so, he had not been aware of it.

MR. MITCHELL: Dalgety and Company were not known as bankers, at any rate.

THE PREMIER: A firm such as Dalgety and Company would receive and pay orders for various purposes.

MR. ILLINGWORTH: Not for wages.

THE PREMIER: Yes; for wages and other purposes. For his own part, he would as soon receive an order on Dalgety and Company as on the Western Australian Bank, and would think it quite as good. Means might be devised to meet the wish of the mover of the amendment.

MR. HUBBLE: This Bill was one of great importance, and it would be as well to refer the Bill to a select committee.

MR. ILLINGWORTH: Better give the House up to a select committee.

MR. HUBBLE: Having had experience in connection with orders, he

knew they were given in many cases, for business purposes, and were a necessary convenience. This Bill seemed to be driving more particularly at the owners of timber stations; and, as the Bill was a good one, he moved that it be referred to a select committee.

THE CHAIRMAN: That could not be moved now.

HON. H. W. VENN: Clause 19 provided for the exemptions pretty well.

MR. MITCHELL said he was aware of that provision, but it did not go far enough. Orders drawn on Dalgety and Company, or firms of that kind, were not half so liable to be dishonoured as were some cheques drawn on a bank; and if such an order were dishonoured, there would be the same right to prosecute the drawer as in the case of a cheque being drawn on a bank and dishonoured.

MR. VOSPER: Persons who gave such orders were not all Dalgetys. Some persons who gave orders might not be worth a penny.

MR. MITCHELL: It would be wrong to prevent the drawing of orders on any substantial firms, so long as the parties were willing to give and receive such orders. To continue that facility, his amendment provided that any such order should be good, if the workman freely consented to receive it.

MR. LEAKE: The clause as drawn went farther than it ought to go, and yet the amendment proposed to still further extend its operation by making any piece of paper with a man's name on it a legal tender for payment of wages. Surely the Committee had gone far enough in making bank notes a legal tender, these not being a legal tender under the existing law. If an order given for the payment of wages was to be of any value as a convenience to the parties, the liability for the amount of that order should be limited to the employer who signed it. But, according to the amendment, the employer might give an order signed by another person, not by himself, and such order was to be treated as a legal tender for wages due. The amendment would extend the meaning of "legal tender" beyond what was ever proposed in the wildest commercial community. As to a workman consenting to receive such order, what workman would be likely to fly in the face of his employer, by saying the order was not a

proper payment for what was due? An amendment he would propose, in an earlier part of the definition, was that all the words after "there," in the fourth line of the definition of "money," be struck out. The value of an order given on a trading firm must depend on the credit of the person who signed the order, and not necessarily on the credit of the firm upon whom it was drawn. For instance, a workman might be paid with a valueless order; and when he found it to be valueless, he would be left to seek his remedy against the firm or the person who originally signed the order, and not against his employer, who had passed it to him in payment for wages due, in case the order was one which had been signed by some person other than the employer.

MR. MITCHELL: It would be the same if a workman accepted a cheque or draft payable on demand, and there was no money to meet it.

MR. LEAKE: But if the cheque was signed by the workman's employer, that workman would have his remedy against the employer. There was always a certain amount of objection to cheques, because they might be valueless; though the evil was minimised in the case of the cheque of an employer. But, by the proposed amendment and by the clause as drawn, workmen might be paid by the cheque of any person.

MR. MITCHELL: The object of the amendment was to provide that the cheques must be drawn by the employer on some banker or other person.

MR. LEAKE: The amendment did not say so.

THE PREMIER disagreed with the amendment. There was great danger and difficulty in carrying money to or from distant parts of the colony, or in keeping it in such places. Great difficulty had been experienced by the Government, in remote districts, in safely arranging for the payment of accounts in cash. If cash or notes had to be taken to a timber station for the payment of wages, great risk and unnecessary trouble would arise. Besides, large timber companies and mining companies were generally reputable concerns; and their cheques were as good as cash, and had the advantage of being safer than cash for the employees, who in isolated places found

it inconvenient to bank money, whereas cheques could be sent by post.

MR. GEORGE: Establish money order offices.

THE PREMIER: When the hon. member became Postmaster General, he would understand that money order offices were liable to be robbed. The system of payment by cheques was quite common, and few people were likely to dishonour them—certainly not large employers of labour. He would do his best to oppose the amendment.

MR. ILLINGWORTH: The Premier was evidently under a misapprehension. The Committee were now defining "money." Would anyone say that an order or a cheque was a correct definition of the term?

THE PREMIER: Was not the cheque of a firm like Dalgety and Company as good as money?

MR. ILLINGWORTH: That was not the point. By Clause 9, wages might be paid by cheque with the consent of both parties.

THE PREMIER: The hon. member did not appear to have read the Bill. What did "money" mean, in Clause 5?

MR. ILLINGWORTH: If it meant anything but coin, the definition was wrong. In the interpretation clause there was no question of how wages should be paid. The only question was: what is money? No order on a firm should be described as money. He hoped the amendment would pass, and he suggested that it be incorporated with Clause 9, which provided for the payment of wages by cheque. But surely in the interpretation clause, cash and cash only should be termed "money."

THE PREMIER: Was not a bank note cash?

MR. ILLINGWORTH: It would be going too far to say that legally authorised bank notes were money.

THE PREMIER: True, they were not metal.

MR. ILLINGWORTH: Bank notes were not money in any part of the world.

THE PREMIER: That depended on the law.

MR. ILLINGWORTH: A bank note was only a promise to pay money. He hoped that neither orders on banks nor cheques would be included in the interpretation.

THE PREMIER: Nor bank notes?

MR. ILLINGWORTH: So long as a bank was sound, there was *prima facie* evidence that a £10 note presented at the bank would be paid; but there was not the same reasonable presumption that a cheque would be paid, for the drawer might have no money at all in the bank.

MR. RASON asked the Attorney General, what was the result when Clause 5 was subtracted from the interpretation of "money," and Clause 9 was added to both? Apparently Clause 5 nullified the interpretation of "money," and Clause 9 again put it in force.

THE MINISTER OF MINES: By Clause 9, special contracts could be made.

MR. RASON: True. As the Premier had said, it was inconvenient, in isolated parts of the colony, to transport coin or even bank notes. Such valuables would have to be taken to the place where wages were paid, and transmitted therefrom to banks, *etcetera*, thus involving double risk.

THE ATTORNEY GENERAL: The last speaker evidently thought Clauses 5 and 9 mutually contradictory. The former provided that wages must be paid in money. The definition of "money" in the interpretation clause provided that the term meant coin, bank notes, or drafts or orders on a bank carrying on business in the colony. By Clause 9, the workman could, if he chose, be paid by cheque, and such cheque then became "money."

MR. JAMES: By Clause 5, wages must be paid in money. If paid by cheque, there would be no evidence as to whether the workman had consented to accept the cheque.

THE ATTORNEY GENERAL: The language of Clause 5 was clear: "The entire amount of wages earned by or payable to any workman shall be actually paid to such workman in money, and not otherwise."

MR. JAMES: Payment by cheque would not constitute an offence.

THE ATTORNEY GENERAL: No; because payment by cheque could not be lawfully made except with the consent of the workman, who was not bound to accept a cheque or order. If, however, he chose to do so, the cheque or order became "money" within the meaning of the definition. Clause 9 contained a

proviso for the protection of the workman when the employer's cheque was dishonoured. The workman could recover damages, in addition to the wages due, for the trouble and inconvenience occasioned.

MR. VOSPER: What remedy had the workman against an insolvent employer?

THE ATTORNEY GENERAL: As a rule, workmen were sufficiently cautious in such matters.

MR. VOSPER: They were often taken in by bankrupt contractors.

THE ATTORNEY GENERAL: The wisest men were sometimes deceived; but the onus of showing whether a cheque was or was not "money" would lie upon the contractor.

MR. JAMES: Hon. members would notice that the Bill was based on the New Zealand and the Imperial Truck Acts. The words which the amendment proposed to strike out of the definition of "money" were not to be found in the New Zealand Act. Clause 9 of the Bill was a copy of Section 9 of that Act; and if the reference to cheques, drafts or orders were eliminated from the definition of "money," Clause 9 would read consistently. "Money," according to the New Zealand Act, meant coin of the realm of Great Britain and Ireland current in New Zealand, and included the notes of any incorporated bank carrying on business in that colony. According to the English Act also, payment must be made in coin or bank notes.

THE PREMIER: The New Zealand Act provided for a special agreement between employer and workman as to how wages should be paid.

MR. JAMES: So did this Bill.

THE PREMIER: Every man could be engaged by agreement.

MR. JAMES: If an agreement could be obtained in every case, what was the use of applying to the word "money" a meaning that was opposed to the definition of money? As the law stood to-day a workman could say he wanted paying in cash; he could refuse to take bank notes if he chose. According to Clause 3, if a man was not paid in money or bank notes, *prima facie* the man paying committed an offence, but if a workman refused to take his money only in a legal tender then Clause 9 met the case. If a workman accepted a cheque that would

amount to an agreement, and he could not then turn round and say that he would enforce the penalty against the employer, but if the workman refused a cheque the employer must pay in cash.

THE PREMIER: Clause 9 would cover everything.

MR. VOSPER: If a man once took a cheque he was at the mercy of the employer. We might argue the meaning of money all night long and arrive at no definite conclusion. If we struck out the words which were proposed to be struck out by the member for Albany and left Clause 9 we should be exactly where we stood at the present time. If Clause 5 were made to read "Except as hereinafter provided the entire amount of the wages," and Clause 9 contained the provision required, it would not be necessary to make cheques and drafts a legal tender. Therefore the Committee might strike out all the words proposed and when we came to Clause 9 it could be left as it stood at the present time. That would meet the case.

THE ATTORNEY GENERAL: But for the proviso in Clause 9, a workman would be placed in a serious dilemma under the interpretation clause if he accepted a cheque or draft, because that would not be money.

Amendment put and passed.

MR. ILLINGWORTH: Would the Attorney General give the Committee a little more light? In this clause it stated that "wages included any money or thing had or contracted to be paid, delivered or given as a recompense, reward or remuneration for any service, work or labour done, or to be done." What did those words mean in a Bill to do away with truck? According to the clause, an employer could pay wages in anything he liked, if given as a recompense or reward or for work done or to be done. Was there any necessity for this provision at all? He moved that the clause be struck out.

MR. MITCHELL: What had become of the amendment which he had moved? He did not withdraw it.

THE CHAIRMAN: The words which the hon. member proposed to amend had been struck out.

At 6:30, the CHAIRMAN left the Chair.

At 7:30, Chair resumed.

MR. ILLINGWORTH: Since the adjournment he had found, by reference to other persons, that this clause was necessary, and he would withdraw his amendment to strike out the clause.

Amendment, by leave, withdrawn.

MR. GEORGE: The next paragraph said, "Workman means any person." Did that include women? To make the point clear, he intended to move that the words "of either sex" be inserted after "persons."

MR. JAMES, having referred to the Interpretation Act, said the Act passed last year, in Section 3, Sub-section b, declared that "words importing the masculine gender shall include female."

MR. GEORGE said he was satisfied, and would not press his amendment.

Clause, as previously amended, put and passed.

Clause 3—Wages to be payable in Money:

MR. GEORGE moved that all words after "only," in the third line, be struck out. As the object of this Bill was to provide that wages should be paid in cash, and as money had been defined in the Bill in sufficiently elastic terms to meet any cases likely to arise in this colony, it was not desirable to put words in the Bill which would have the effect of nullifying this main provision. His experience as an employer in this colony and elsewhere, convinced him that there was no better way of dealing with a workman than to let him have the whole of his wages in money; and if that workman owed any sum to the employer, that employer should trust the workman to that small extent, seeing that the workman had trusted the employer in working for wages and expecting them to be paid at the usual time.

MR. A. FORREST: The hon. member would not trust a workman as much as the hon. member would trust him (Mr. Forrest).

MR. GEORGE said he would, in proportion to the amount involved.

THE PREMIER: The clause had been drafted in the interest of workmen.

MR. GEORGE: For that reason he wished to free it from ambiguity. A workman who felt he was working a "dead horse" could not give the same

amount of attention to his work as the man whose full wages were to come to him.

MR. A. FORREST: Everyone was working off "dead" money.

MR. GEORGE: It was some time since the hon. member worked for a daily wage, and it would be some time before he worked for it again.

MR. A. FORREST said he hoped it would.

MR. GEORGE: Therefore, the hon. member could not appreciate the argument.

THE PREMIER: Would the hon. member say what the clause meant as it stood?

MR. GEORGE: It meant what it should not mean.

THE PREMIER: What was that?

MR. GEORGE: The clause as he proposed to amend it would express this, that when a man had earned his money he would have a right to get it. As it stood, the clause meant that such a man had a right to get his money—if? Much had been heard of the phrase, "a federationist, but?" If the Committee intended that a workman should be paid in money only, why object to striking out the additional words of the clause?

MR. VOSPER: Better retain the words, "and not otherwise."

MR. GEORGE: No; "only" was sufficiently clear.

MR. JAMES: This was one of the anomalous clauses which required close attention. At first, he had agreed with the last speaker; but now he perceived that the whole of the clause was entirely in the interest of the working man. After the word "otherwise" in the third line, the clause continued: "and if by agreement, custom, or otherwise a workman is entitled to receive, in anticipation of the regular period of the payment of his wages, an advance as part or on account thereof, it shall not be lawful for the employer to withhold such advance or make any deduction in respect of such advance on account of poundage, discount, or interest." These additional words provided that, if a workman were entitled to receive an advance on account of his wages, the employer must pay such advance, but could not deduct any discount, interest, or any similar charge in respect of such advance.

THE PREMIER: And the employer must pay it in money.

MR. JAMES: Undoubtedly. Sub-clause 2 had the same force, the latter being the operative part of the clause.

MR. GEORGE: The last speaker appeared to think it would not be customary to pay wages until the regular pay-day; but the wages of a workman should be made payable in money only, so that as soon as a man had worked for a day he could get his wages.

MR. A. FORREST: An employer could not pay every day.

THE PREMIER: The clause was to be found in the Imperial Act and the New Zealand Act.

MR. GEORGE: The Premier had said to-night that English legislation did not always suit the colonies.

THE PREMIER: The hon. member did not understand the meaning of the clause.

MR. GEORGE: True. He was speaking for the purpose of trying to understand it; and the Premier's interjections did not solve the difficulty. He (Mr. George) knew more about the requirements of working men than the Premier would ever know if he lived to the age of Methuselah.

THE PREMIER: The hon. member was trying to help the working man, but was only doing him injury.

MR. GEORGE: Nothing of the kind. He was trying to provide that the wages of workmen from this date should be payable in cash. He pointed out to the member for West Kimberley (Mr. A. Forrest) that the clause would also operate injuriously as regards employers; for if on a timber station or on a railway contract a penniless workman were engaged, an employer could not deduct any advance made to such workman.

MR. A. FORREST: Under the clause, the employer could not make the advance.

MR. GEORGE: And he could not deduct it. That would be an injustice to the employer.

MR. A. FORREST: Why did not the hon. member say so at first? Apparently this point had just been discovered.

MR. GEORGE: No. It was in his mind from the first. If an employer advanced money, there should be a right to deduct it from wages.

MR. A. FORREST: The efforts of the hon. member (Mr. George) to explain the clause were rather amusing. At the

first blush it had been said that the clause should be amended in the interests of the workman by striking out a portion of it. If in the interests of the workman, the amendment would certainly be in the interests of the employer also.

THE PREMIER said he did not think so.

MR. A. FORREST: It must be, for if the amendment were passed an employer would not make an advance to a man, because he could not deduct it from wages. The clause provided that in every contract, wages should be payable in money only. The amendment was to strike out all the other words: "And if by agreement, custom, or otherwise a workman is entitled to receive, in anticipation of the regular period of the payment of his wages, an advance as part or on account thereof, it shall not be lawful for the employer to withhold such advance."

THE PREMIER: That meant that it should not be lawful not to make the advance.

MR. A. FORREST: If the employer made it he would have no chance of getting it back. Yet the hon. member (Mr. George) wished to strike out these words in the interests of the working man. It was evidently in the interests of the employer that they should be struck out. It was impossible in the timber trade to make hard and fast rules as to how men should be paid, for the workmen usually engaged in that industry were poor men. Men went on to a station, having no money, and the employer was obliged to make an advance to them; therefore, why should not the employer be protected? It was as clear as daylight to him that if he made an advance to a man during a month, he would not be able to deduct that advance at the end of the month. If the member for the Murray (Mr. George) wished to do a good service to the workmen, he would not touch the clause; but the hon. member was doing a service to the employer by proposing to strike out the words. The member for the Murray wished the Committee to understand that he was the only employer of labour in this country. He (Mr. A. Forrest) had had as much experience in the employment of workmen as the hon. member, and he had paid as much money to workmen as that hon. member had,

but he had never had a dispute with his workmen.

MR. GEORGE: Was the hon. member right in blowing his own trumpet?

MR. A. FORREST said he had never done anything in connection with workmen that he was ashamed of. The firm he was connected with stopped the strike at the timber mills the other day, and saved the country a large amount of money.

MR. GEORGE: The hon. member played "the joker" in that game.

MR. A. FORREST: It was for the benefit of the country. He (Mr. A. Forrest) read the clause differently from the Premier. If the clause was interpreted as the Premier had said, then he had no objection to it. He wished to protect the workmen, but not altogether against the interests of the employer; both should work together, as one could not do without the other.

MR. KINGSMILL: As he read the clause, any advance that was made, and which it had been the custom to make hitherto by a master to a servant, was to be considered, not on account of the wages, but in the light of an ordinary loan. The master could not deduct the amount from the wages, but he had the same protection as any ordinary man would have who had lent another person money. If an employer did not consider a man whom he was employing worthy of an advance, he could refuse it. He would oppose the amendment.

THE ATTORNEY GENERAL: Where it was the custom to pay men fortnightly, and a man had only been engaged for a week, and at the end of the week pay day came round, the employer could not refuse to pay the man who had only worked a week the wages that were due to him. Without the clause the employer could refuse to pay the money at the end of the week, and tell the man to wait until the next fortnightly pay came round.

MR. RASON: If it were the custom to make advances to workmen, the clause provided that an employer was bound to make that advance, but it further provided that the employer would not be allowed to make any charge for the advance. The employer would be entitled to deduct the amount of the advance from the wages coming to the workman, but

he would not be entitled to deduct any interest. The clause seemed perfectly clear as it stood.

MR. MITCHELL: It would be very wrong if we passed the clause as it stood. If an employer made an advance to a workman, according to his reading of the clause, it would not be lawful for him to deduct the advance from the wages.

THE PREMIER: The clause provided that workmen should be paid in money only, but if there had been an agreement, or it was the custom that the workmen were entitled to receive some of their wages in advance, then it should not be lawful for an employer to refuse to give the workman an advance. The employer must give the advance, and when the regular pay-day came round the master could deduct the advance, but he must not deduct any interest or poundage. That was exactly what the clause stated.

MR. EWING: The clause could not be couched in plainer language. There was no doubt that the Premier and the hon. member for South Murchison (Mr. Rason) were perfectly correct in the construction which they had placed upon the clause. The intention was that if there had been an arrangement between the employer and the employee, or it was the custom in a particular locality in which a person was employed that he should be entitled to receive an advance, the master could not refuse to make that advance, and when that advance was made it should not be treated by way of a loan, and interest charged upon it, or any deduction made: the employer must make the advance, and he must not make any charge for that advance.

Amendment put and negatived, and the clause passed.

Clause 4—No contract to stipulate as to mode of spending wages:

MR. MITCHELL: The clause, it seemed to him, did away with freedom of contract. He moved that after "workman," in line 3, the words "without his written authority" be inserted.

THE PREMIER: The intention of the Bill would be taken away if an employer was able to make an agreement with an employee. Before a man commenced work the employer could say, if the employee did not sign an agreement, that he would not have work. The intention of the Bill was to protect the workman.

MR. MITCHELL: The amendment was a reasonable one. The Bill was too one-sided; there was too much of the principle of visiting the sins of the fathers on the children, in the Bill. Because some timber companies had been supplying their own work people with the necessaries of life, a Bill of this sweeping description was brought forward. He would be glad to see the measure wrecked, as it would be utterly unworkable in country places.

Amendment put and negatived.

MR. JAMES: In the New Zealand Act, from which this clause was taken, there were these additional words:—"And no employer shall by himself or his agent dismiss any workman from his employment for or on account of the place at which, or the manner in which, or the person with whom any wages or portion of wages paid by the employer to such workman are or is expended or fail to be expended." Why were these words omitted from this clause?

THE PREMIER: The words were not inserted, because it seemed to the Government that the provision would be inoperative, and would lead to endless litigation, because where an employee was dismissed he would say that he had been dismissed because he would not deal at the employer's store, or something of that sort, and bring an action against the employer. It seemed that we should not go that far. There was perfect liberty between the employer and the employee, if they were not satisfied with one another's society, to separate under the ordinary law. The employer could give the man notice, and get rid of his employee, and on the other hand the employee could get rid of his employer by giving the ordinary notice. It was not wise to leave it open to the employee to say that the employer got rid of him because he would not deal at the employer's store. We could not force a man to work for another; there must be a mutual agreement; and he could see that the words in the New Zealand Act would lead to a good deal of harm, because the employer would take care that he did not give any reason to the employee for not requiring his services longer. What was the use of putting in a provision to encourage litigation? He could not understand how the words

found a place in the New Zealand Act, as he could not see any good in them. We could not prevent an employer dispensing with the services of one of his employees. The words in the New Zealand Act struck altogether at the question of freedom of contract.

MR. WILSON: So did the whole Bill.

THE PREMIER: No, it did not. There was nothing in the Bill to prevent a man working for another, or to prevent an employer employing whom he liked. Such a provision as that contained in the New Zealand Act would tend to encourage litigation, and disagreeable litigation, which could be dispensed with in the present condition of the country.

MR. JAMES: The Truck Act passed in England in 1831 did not contain words similar to those in Section 4 of our present Act, but the words were added to the English Act in 1887; therefore, the experience of all those years had shown the necessity in England of adopting a provision such as was now proposed to be added to this Bill. The same was found in the New Zealand Act. The provision in this clause would be inoperative, to a large extent, unless the words were added which he now proposed. He realised that the provision would be open to abuse, as was every good provision; but if it were found to be a practice on a timber station, for example, for the employer to dismiss men who dealt with an outside store instead of dealing at his store, the inference would be obvious that those men were dismissed because they did not deal at the employer's store. He moved, as an amendment, that the following words be added:—

And no employer shall dismiss any workman from his employment for or on account of the place at which, or the manner in which, or the person with whom, any wages or portion of wages paid by an employer to such workman are or is expended, or fail to be expended.

If he were suggesting this legislation for the first time, it might be called revolutionary; but seeing that it had been in the English Act since 1887, and was also in the New Zealand Act, these precedents should satisfy the Committee that the amendment was reasonable and necessary. If an employer dismissed men for dealing at an outside store, the employer would not dismiss one man in twenty, or one man in fifty, but would dismiss the lot.

THE PREMIER: There would probably be a strike if he did.

MR. JAMES: If that practice were found on a timber station, it would show there was a reason for the employer dismissing those men who dealt at an outside store, and a reason for not dismissing the men who dealt at the employer's store.

MR. LEAKE: The proposed amendment was somewhat in favour of the men, while it would operate very little against the employer; for all it could do would be to force the employer to prove, as a reason for dismissal, that it was not because the workmen dealt at an outside store. To require him to do that would be no hardship, because workmen engaged in such cases as this Bill contemplated were usually subject to dismissal at short notice, and no reason need be given.

MR. A. FORREST: Why should the employer be placed in that position?

THE PREMIER: An employer would not give any reason for dismissing workmen, if he wanted to get rid of them.

MR. JAMES: The employer might say he employed many men who were dealing at an outside store.

MR. VOSPER: In supporting the amendment, he recognised some of the objections stated by the Premier. An employer might find many reasons for dismissing besides those mentioned in the Bill; but the amendment would be serviceable in this way, that it would be contrary to the law for an employer or his agent to suggest or convey to his workmen an understanding that, unless they dealt at the employer's store, they would be liable to dismissal. The fact of any such threat having been used would set up a *prima facie* case against the employer; while at the same time the amendment would not press heavily on the employer, because he would have only to prove that he had not dismissed the workman for the particular reason alleged, and might give other reasons.

THE COMMISSIONER OF RAILWAYS: The danger of the amendment was that it would impose a penalty on the employer in a case in which evidence could be given that any workman was discharged for dealing at a store other than that of the employer. Workmen would thus have it in their power to levy blackmail on an employer, by setting up a charge

that he had dismissed them because they dealt at an outside store; and it would lie on the employer to prove that the particular workmen were not dismissed for that reason, but for some other reason. The tendency would be to cause charges of this nature to be set up against an employer, who would thus be placed in an awkward position. Then workmen could not gain any benefit by this provision being put in the Bill, while it would be inconvenient and dangerous in the case of the employer. While agreeing with the mover of the amendment that it would be a good thing to prevent an employer from dismissing any workman for dealing at an outside store, yet hon. members must know it would be useless to attempt to prevent an employer from dismissing workmen for that reason, if he chose to do so. An employer would, in such case, take good care to allege a reason which would not bring him within the law. The amendment would be a strong weapon to every workman employed on a big timber station who chose to deal at a store elsewhere, for every workman dismissed could set that up as a reason, whether it was the true reason or not. An employer would not dismiss men wholesale, if he wanted to get rid of them for that reason, but would dismiss them quietly. The amendment would induce litigation of an unpleasant kind, and there was no necessity to go too fast in trying to protect workmen. The Committee might try the provisions of the Bill, and if they were found not to be sufficiently effective, they could be amended after a fair trial. The hon. member (Mr. James) had said it took many years before this provision was added to the English Truck Act; therefore, we had better try this Bill for some time without the amendment, which would do more harm than good at the present time.

THE PREMIER: The larger the company or the more substantial the employer, the better mark he was supposed to be for litigation. That was so in the case of the Government, at any rate. The amendment could be easily evaded, and would do more harm than good.

MR. EWING: The mover of the amendment desired to see things put right, but he ought to realise that no legislation could make things absolutely

satisfactory. The amendment was undesirable, because the provisions of the Bill were ample without it. The Bill provided that a certain act, if done, would be unlawful; therefore, it was not to be supposed an employer would deliberately do the act which this law would declare to be unlawful. The amendment was unnecessary, and would be mere surplusage.

MR. A. FORREST: It was not desirable to go into revolutionary legislation, and as the Bill already went farther than many hon. members desired it to go, there could be no need for this objectionable amendment, which practically treated employers in the country as if they were a lot of rogues, by tying them down in every possible way, while the workmen were to have a free hand. His experience was that workmen on timber stations were in touch with their employers, and were generally well-fed, well-clothed, and satisfied; though he could not say so much for the timber companies. If a workman chose to buy necessities from his employer, why should the workman not be free to do so? And why should not the employer be free to supply those necessities to his workmen? Why should it be illegal?

MR. VOSPER: It was not forbidden in the Bill.

THE PREMIER: It could be done, if the men paid cash.

MR. A. FORREST: Why should the timber mill proprietors be treated differently from other people? They had to buy their goods in the market like the local storekeeper, and the prices charged by the companies carrying on this great trade were lower than could be afforded by anyone else selling goods in those districts.

MR. CONOLLY: There were no bad debts.

MR. A. FORREST: No; but the local storekeeper, who pretended he was the benefactor of the working man, was not so. The member for the Canning (Mr. Wilson) would agree that the men on these timber stations were treated as fairly and honourably as any men in the community. The Bill had already gone far enough; yet the member for East Perth (Mr. James) wished the Committee to go further. We had already had some experience of the hon. member's legislation, and did not want any more of it.

MR. GEORGE: Who were "we?"

MR. A. FORREST: Everyone. The hon. member (Mr. James) did not want his own measures to pass.

MR. JAMES: Was that why he was always endeavouring to pass them?

MR. A. FORREST: The hon. member would be the first to complain if he could not dismiss a clerk in his office without giving a reason. If a clerk was dissatisfied with an employer, he would leave, either immediately or after giving the notice required by his agreement. A miner, too, was liable to instant dismissal and could instantly leave. It was a matter of agreement between the parties, and the system worked well. If a clerk said to an employer, "I wish to leave; I have an offer of better employment"—what reply could be given, and what redress had the employer? It was the same with this Bill. Why should one class of the community consider the other?

MR. GEORGE: Oh!

MR. A. FORREST said he looked at it in a plain way. If workmen considered they could do better than they were doing, they would leave their employment. If an employer considered he could get better workmen, he would dismiss those he had and would employ cheaper or better labour. There was no institution in the colony, from the City Council downward—

MR. DOHERTY: Upward.

MR. A. FORREST: That did not get rid of men unable to do a fair day's work.

MR. LEAKE: How did the hon. member apply that argument to the amendment?

MR. A. FORREST: Thus: the amendment was an attempt to provide that an employer could not dismiss a man without becoming liable to an action for damages.

MR. GEORGE: In certain circumstances.

MR. A. FORREST: The Committee had followed the hon. member (Mr. James) too far, and should pause before following him any further.

MR. GEORGE: It was regrettable that the Bill had not passed earlier, because, if passed last year, it would have prevented the Government of the country from deliberately dismissing numerous civil servants for not bringing their wives

and families to this colony. When the Government could so treat men who had been led to believe that their employment was permanent, the action of the Government with regard to this clause was quite comprehensible. If there were any particular good to be gained by the amendment, let it be passed. Certainly, it could do no harm, and it might do good in the rare case of a person discharged for dealing with the rival store; for it would cause the employer at least to wait till he had a decent reason for dismissing such a man.

MR. WILSON: The amendment would be the cause of endless trouble and litigation, and should certainly be negatived. Any man who was dismissed would be able to say that his employer had dismissed him for not dealing at the employer's store, and the man could go to any solicitor wanting a job, and commence an action at little cost.

MR. GEORGE: There were no idle solicitors.

MR. WILSON: Why make friction between employer and employee? The excuse that a man had been dismissed for dealing at some other store than the company's was made even at the present time. Recently he had met a man at one time employed on the Canning timber station, who had told him that he had been dismissed because he bought a whip in Perth. The statement was absolutely false; and from his (Mr. Wilson's) experience of the timber companies, no man was dismissed merely for choosing to buy his stores from some person other than his employer. The companies did not care where the man dealt, but only said this: "If you deal at our stores, then we expect to be paid for the goods we supply." He was sorry he was absent from the second reading, because it was obvious there would be trouble in connection with the operation of this measure. It was easy for hon. members not conversant with the timber trade to say that the companies could easily make the men pay cash for the supplies, but there would be great difficulty in doing that. No matter whether the company or an independent storekeeper kept the store, supplies had to be taken to men away back in the forest—the hewers, the fellers, and the drivers—at isolated camps. A strange

storekeeper could not serve those men as they ought to be served to enable them to carry out their work properly; and to ask the men to pay cash for the stores so received would cause great inconvenience to the men themselves. So long as the companies were at liberty to deduct from the men's wages the moneys advanced by them, he (Mr. Wilson) did not care whether the Bill was passed or not; for it would simply mean that a company must say to a man who came to the stores for supplies: "You must pay in cash. If you have no cash, you must go to the office and get an advance on your wages." But how could men who were out in the forest 10 or 15 miles do that? There would be endless trouble; in fact, the Bill as it at present stood was unworkable. He had been sorry to hear the member for West Kimberley (Mr. A. Forrest), in speaking on the previous clause, take credit, on behalf of the company in which that hon. member held an interest, of stopping the recent strike of the timber mill employees.

MR. A. FORREST said he had given credit to the company—not to himself.

THE CHAIRMAN: The hon. member (Mr. Wilson) must not refer to a discussion which had taken place on a previous clause.

MR. WILSON: The strike which took place the other day was caused by the disloyalty of the company in which the hon. member (Mr. A. Forrest) had an interest, in not standing to their agreement with the other companies. The strike was certainly not stopped by that company; on the contrary, it had been caused by the company.

MR. A. FORREST: In reply, not to the last speaker, but to the member for East Perth, he (Mr. Forrest) had just had placed in his hands notes of a case similar to the cases that hon. member had mentioned. Some eighteen months ago a gentleman came to this colony under an engagement at £300 or £400 a year. He was totally incompetent, was found drunk at his work, and was dismissed. He brought an action in the Supreme Court for wrongful dismissal. There was a verdict for the defendant company, who, however, lost the sum of £383 in law costs.

MR. JAMES said he realised the strength of the objection by the Premier

that the amendment might lead to litigation. That was the only valid objection, though there was doubtless some force in the remark of the member for the Swan (Mr. Ewing). The Premier's difficulty, however, would disappear on considering that if the person dismissed alleged that he had been dismissed for dealing with an outside store, then, if that person had not been dealing with an outside store, there would be an end to his cause of action.

THE PREMIER: But suppose he had been so dealing?

MR. JAMES: The employer might then reply: "I did not dismiss you for that reason, because there are dozens of others still in my employment who are dealing with that store."

THE PREMIER: Still, the man dismissed could bring an action.

MR. JAMES: So he could under the existing law.

THE PREMIER: And could put the employer to an expense of, perhaps, £100.

MR. JAMES: No; the cases of the class of men to whom this Bill applied would be dealt with under the Masters and Servants Act.

THE PREMIER: A man could bring an employer all the way to the nearest port or large town—perhaps 50 miles.

MR. JAMES: Would a workman be likely to charge his employer with having dismissed him for dealing at another store if dozens of men, whose services had been retained, were also dealing there?

THE PREMIER: A man dismissed would think that was the reason.

MR. JAMES: How could he?

THE PREMIER: He might.

MR. JAMES: True, he might make a stupid charge; but the answer would be that there were dozens of other people doing the same thing.

MR. ILLINGWORTH: It might cost £100 to give that answer.

MR. JAMES: If such interjections were good law, a Bill should be introduced to prevent a man bringing an action for wrongful dismissal, or any action in which he was likely to fail. Might would then be right.

MR. DOHERTY: And lawyers would starve.

MR. WILSON: Supposing the man dismissed was the only man dealing at the outside store?

MR. JAMES said that if he were a witness in such a case it would take a lot of evidence to convince him that such a man had not been dismissed because he was the only man dealing at the outside shop. It would be a strange coincidence that the one man who dealt at the outside shop should have been the man dismissed. But the weakness of that position further appeared from the consideration that the outside shop could not exist upon the custom of one man. There would be no outside shop in such circumstances.

MR. A. FORREST: It might be a sly grog-shop.

MR. JAMES: The Committee were not talking about sly grog-shops. Why assume that workmen were burning to bring useless actions against employers for wrongful dismissal? The amendment would not have the effect of carrying the Bill much further, but it would cause employers to consider that, if they brought pressure to bear by dismissing workmen for not dealing at employers' stores, a punishment for such conduct was provided. An employer would therefore be careful not to dismiss every man who dealt outside.

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

Clause put and passed.

Clause 5—All wages to be paid in money:

MR. VOSPER moved that, after the word "money," in line 3, the words "except as hereinafter provided" be inserted.

MR. LEAKE: There was no necessity for the words, as they appeared in the sixth line of the clause.

MR. VOSPER: The amendment was required because the words should appear in both places.

MR. LEAKE: Where were the exceptions?

MR. VOSPER: They appeared in Clauses 9 and 19.

MR. LEAKE said he did not see the necessity for the words.

MR. VOSPER: Having struck out all that portion of the definition of "money" after the fourth line, this amendment became necessary. The expression "hereinafter mentioned," in line 6, referred to goods.

Amendment put and passed.

MR. GEORGE: moved that in line 3, after "demanded," the words "but in the case of the dismissal of a workman, his wages shall become payable within twenty-four hours of such dismissal" be inserted. So far as timber stations and other large businesses were concerned, a man might wish to leave his employment, and supposing the dismissal took place in the first or second week of the month the man should not be required to wait until the ordinary pay-day, which might be three or four weeks afterwards. A man should not be kept hanging about a place spending what money he had, or running into debt; he had a right to receive his money and get away as quickly as possible.

MR. A. FORREST: Take the case of a strike?

MR. GEORGE: That did not matter so far as justice was concerned. If it were right that when one man left his employment he should receive his money at once the same principle should be carried out in regard to a number of men. It might be urged that some amount of inconvenience would be caused to an employer in having to keep a large amount of money on hand, but the man could be paid by cheque, if it were the rule to pay by cheque.

THE PREMIER: The amendment said "dismissed."

MR. GEORGE: That was only a question of terms. It was only right that a man should get his money when he was dismissed. When once a man ceased to work for another the sooner he was paid and got away the better for both parties.

THE PREMIER: If the employer did not pay what would be done to him?

MR. GEORGE: He could be sued.

MR. LEAKE: What was to prevent a man suing the employer now?

MR. GEORGE: Nothing, he believed, but if this provision were placed in the Bill it would do away with the necessity for suing.

MR. MITCHELL: Men were generally paid when they were dismissed.

MR. GEORGE: That was so, he believed, but there were petty employers just the same as there were petty-minded men, and if a man wished to leave—

MR. MITCHELL: The employer would pay him up like a man.

MR. GEORGE: The employer could say "Wait until pay-day," which would be a bit of petty spite.

MR. A. FORREST: A little longer time should be allowed than twenty-four hours. It was the usual practice amongst the large timber mills to pay the men every four weeks, and the men were not paid by cheque, but in notes, gold, and silver, which had to be taken down to the mills by a kind of escort.

THE PREMIER: This provision was only in the case of a man being dismissed.

MR. A. FORREST: Supposing the men left of their own accord. Supposing the mill proprietors thought in the interests of their company that they should dismiss half the labour, twenty-four hours would not be sufficient time in which to get the money. If the hon. member would make it three days, that might meet the case, as some of the mills were a long way off, and cheque books were not kept at the mills.

MR. HOLMES: If an employer made up his mind to dismiss men, he would have the money on hand to pay them.

MR. A. FORREST: If a large timber company received a cable from London instructing the manager to knock the men off at once, the money would not be on hand to pay the men with.

MR. VOSPER: If we were going to insert an amendment of this nature, the principle should be carried a little further. If men were to leave at a moment's notice there was no reason why they should not be paid, and if men went on strike there was no reason why the wages should not be kept on hand to pay them.

MR. A. FORREST: But time should be given in which to get the money.

MR. VOSPER: The amendment proposed was one-sided. If men were entitled to notice, then they were entitled to something in lieu of that notice if no notice were given. There should be a provision for payment at once in the case of a man wishing to terminate his employment. As to the argument of the member for West Kimberley (Mr. A. Forrest) that more time should be given, he was inclined to agree to it on a certain condition. If it suited the convenience of the employer to keep men three days without their money, waiting for it, then the men were not only entitled to the

amount of wages due, but for waiting the three days. If men were kept waiting three days against their will, they were entitled to be paid for their time as much as for their labour. It was not only the labour of a man's hands, but for his time also that he was paid. There was a case decided last week in connection with some salvage operations at Rottnest Island. Owing to some blunder on the part of the company doing the work, some 40 men were kept on Rottnest Island idle, and the Local Court decided in favour of the men and against the employer; therefore that appeared to be the common law of the land now.

MR. OLDHAM: The amendment was hardly necessary. This clause was drafted with the object of securing wages which were due for work done. In the calling in which he was engaged if a man were discharged, whether it was at 10 o'clock, or 11 o'clock, or 12 o'clock, in the day, the man expected his money down on the nail, and he always got it. A man would think it very hard if he was told to call for his money the next day. The clause should remain as it was at present.

MR. A. FORREST: But it was impossible to keep a large sum of money on a timber station.

MR. OLDHAM: It was hardly necessary to keep a large sum of money, because men were not going to leave in a body except under exceptional circumstances, and men were not going to be dismissed in a body except under exceptional circumstances. In the labour disputes with which he had been connected it was pretty generally known when there was going to be trouble, and in the case of large firms it was always known when trouble was brewing, and provision was made accordingly. If a company wanted to create a strike, and companies did sometimes, they made provision accordingly, and were prepared to pay at a moment's notice. Companies at all times, whether timber companies or other companies, were always prepared to pay a man his wages if he knocked off work or was dismissed.

THE ATTORNEY GENERAL: The hon. member for North-East Coolgardie (Mr. Vosper) wished to include in this clause the case of a man who desired to leave. In the one case, if a man were

dismissed the employer knew beforehand that he was going to dismiss him, and he could take action and provide himself with the money; but in the case of an employee giving notice to the employer, the employer was taken unawares. In one case there was a reason why the money should be forthcoming, but in the other case there had been no notice. Therefore, the two cases should not be included in the same provision. As to the matter of time, those connected with the employment of labour knew what time should be allowed in which payment should be made. In the case of companies a long way away from a railway or a centre, more time ought to be allowed than in the case of an employer in the immediate vicinity of a railway line or a large town.

MR. MITCHELL: A workman who was dismissed could demand and go on demanding his wages, until the employer felt obliged to pay him. Any employer dismissing a workman would take care to have money ready for the wages due.

MR. VOSPER: The object of the amendment could be better attained by striking out the words, "or at such intervals, not exceeding one month." In the case of a timber company operating at some distance from a banking institution, an agreement could be made, when engaging any workman, that an interval of a day or two, sufficient for procuring money from the bank, should elapse between the termination of engagement and the payment of wages due. Employers would be reasonable, as a rule, and not take more time than was necessary for such purpose.

THE PREMIER: The object of this Bill was not to regulate the conditions between masters and servants, but was to prohibit the payment of wages in goods, and to ensure that the whole wages due should be paid at intervals of not more than one month. The mover of the amendment should not mix up a question of that kind with a Bill for abolishing truck; and if he desired to move in that direction, he should bring in a Bill for amending the Masters and Servants Act.

MR. LEAKE: The effect of the amendment might be to cause workmen to wait much longer for the payment of wages than they would have to wait in the absence of this special legislation, because,

under the common law, a workman was entitled to payment of his wages on dismissal, if there was no agreement to the contrary.

MR. GEORGE: If the words proposed to be struck out were removed from the clause, the effect might be unfair to employers. The object of his own amendment was that a workman should not have to wait for his wages after he was dismissed, because in some cases, which might be only few, a workman might be kept waiting at the caprice or spite of an employer.

THE PREMIER: How did they get on now?

MR. GEORGE: In 99 cases out of 100 workmen when dismissed got their money without having to wait, but exceptional cases justified this exceptional legislation. As to the argument of a strike occurring suddenly, most members would know that any labour trouble that was brewing became known very soon to the employers concerned. The Government of this colony had been dismissing servants during months past, simply because the men would not bring their wives and families to this colony, to deal at stores within the colony; and the Premier ought to blush with shame for introducing this Bill, remembering what a great sinner he had been lately.

MR. WILSON: The amendment of the member for the Murray (Mr. George) was not necessary, because the Bill provided that workmen in constant employment should receive their wages at intervals of not more than one month, and the custom of the trade at present was that a workman, when discharged or when leaving, was entitled to his money at once, and he usually got it. To interfere with the operation of that custom might cause workmen to have to wait 24 hours or longer before getting their wages, when leaving an employment.

MR. VOSPER moved a prior amendment in the clause, that in the third and fourth lines the words "at intervals of not more than one month, if demanded," be struck out. This would test the feeling of the Committee, and would simplify the clause.

MR. OLDHAM supported the amendment, because the effect of leaving those words in the clause would be to abrogate

the custom of the trade, which was that a workman should receive his wages on being dismissed or on leaving his employment.

MR. GEORGE supported the prior amendment, and asked leave to withdraw his amendment.

THE PREMIER said he would agree to the prior amendment.

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

Amendment (Mr. Vosper's) put and passed, and the clause as amended agreed to.

Clause 6—No Set-off to be allowed for Goods supplied to workman by employer :

MR. WALLACE : This clause should be read with Clause 7. In number 6, the defendant was not allowed to make any set-off or counter-claim ; in number 7 no employer was entitled to defend any action. So that under both clauses the employer was at the mercy of the workman.

THE PREMIER : That meant an action for goods supplied.

MR. WALLACE : By Sub-clause 2 of Clause 7 the proviso was made general.

THE PREMIER : No.

MR. WALLACE : The previous clauses of the Bill provided that the employer must pay the men's wages in full ; but in the meantime the men might have become indebted to the employer for goods.

THE PREMIER : After the passing of the Bill, employers would not give the men credit.

MR. WALLACE : Why debar an employer from taking action for the recovery of the value of his goods ?

MR. VOSPER : Would the hon. member preserve the existing truck system ?

MR. WALLACE : This Bill was intended to affect the timber-millers of the colony.

MR. VOSPER : Undoubtedly it was.

MR. WALLACE : The Canning Jarrah Company kept a store for the convenience of their men.

MR. VOSPER : For their own profit.

MR. WALLACE : According to Clauses 6 and 7, if an employer gave his men stores and clothing for their own convenience, he would have no right to sue for payment.

THE PREMIER : If he supplied goods, he would do so at his own risk.

MR. WALLACE : Then the Bill should go further, and provide that no man employing labour should run a business.

THE PREMIER : No ; it did not say that. It merely said no man employing labour should give credit to his workmen. He should demand cash.

MR. WALLACE : But if the employer paid the wages without deduction, why should he not have the right to sue for goods ? A workman might require some timber to build a house, but the employer might refuse to supply it because he could not recover payment.

THE PREMIER : That was the very foundation of the Bill.

MR. WALLACE : The Bill gave the workman the right to demand everything due to him from the employer, but debarred the employer from claiming for goods sold to the workman.

THE PREMIER : The employer need not sell him any goods.

MR. WALLACE : Not for the man's advantage ?

THE PREMIER : If the employer sold, he must get cash or take the risk.

MR. WALLACE : The member for the Canning (Mr. Wilson) had pointed out that men camped 10 to 15 miles from the store must have their supplies sent out by the company.

THE PREMIER : The hon. member evidently did not want the Bill passed.

MR. WALLACE said that, to be candid, he did not want the Bill, which was a network of intricacies.

THE PREMIER : Why did the hon. member vote for the second reading ?

MR. WALLACE said he did not vote for it.

MR. WOOD suggested that progress be reported.

MR. WILSON : The member for Yalgoo (Mr. Wallace) was evidently confusing Clauses 6 and 7.

MR. WALLACE said he was working them together.

MR. WILSON : Clause 6 merely provided that, when a workman brought an action to recover wages, the employer must not deduct from those wages any amount due for stores. Clause 7 was a different matter altogether, and he (Mr. Wilson) intended to move that this clause be struck out.

MR. WALLACE asked the Attorney General for his opinion on the effect of Sub-clause 2 of Clause 6.

THE PREMIER: It meant that the employer, if he kept a store, must receive cash from his servants for goods purchased.

MR. WALLACE: But it had been pointed out that such transactions could not always be for cash.

MR. GEORGE: Was not the whole principle of the Bill that a man should receive his wages? And in case of dispute, surely the Committee, if the employer had supplied that man with goods, would not deprive the employer of the right to sue for such goods. Otherwise, the Bill would have the effect of preventing a man from entering into more than one business. No doubt the cost of the goods supplied should not be deducted from the wages, but the employer should have a right to sue. It was an insult to the working men of the colony to say that they should be able to sue for their wages, but should be protected against actions for debt.

THE PREMIER: The intention of the Bill was to discourage employers from keeping stores. It did not go so far as to prohibit this, but it was evidently intended to discourage persons who employed large numbers of men, from selling goods to them. The Bill practically said to such employers: "Look after your proper business, and leave other people to do the trading with your workmen." The Bill did not say so in exact terms, but that was what it meant. It practically said: "If you are an employer of labour—a saw-miller or an iron-founder, *etcetera*; if you keep a store—then you are not to give credit to your men. You must pay your men in cash; and if they wish to buy from you, they must pay cash for the goods supplied."

MR. WALLACE: The Bill provided that an employer must not sell goods.

HON. H. W. VENN: Not at all.

THE PREMIER: The employer must sell for cash, or take the risk of not getting paid. It must be obvious that, if the employer were allowed to give credit and to recover payment from the workmen, there would be very little difference, if any, between the system inaugurated by the Bill and the present system.

MR. GEORGE: Under the present system the money due for goods could be deducted from the wages.

THE PREMIER: That was not a great difference.

MR. GEORGE: That was what the men objected to at present.

THE PREMIER: If the men were anxious to pay for what they received, how did they feel the deduction from their wages at present?

MR. GEORGE: They liked to feel the money in their hands.

THE PREMIER: The Bill would perhaps make them like that better. The men would not then be compelled to deal with the station store or the foundry store. That was the intention of the Bill, though it could hardly be carried out in its entirety; but the whole scope of the measure was to discourage persons who had large industries from keeping stores. If hon. members did not like that object, they ought to have said so on the second reading. Undoubtedly what the member for the Canning (Mr. Wilson) had said would be found to be correct: that in isolated places, such as Jarrahdale and along the Darling Range, workmen who were miles away from the head station would find it very inconvenient to send in the cash every time they wanted stores by the next train. If they sent an order for flour, potatoes or bacon, they must send the money with it; or they could send in the order, and the storekeeper could forward the goods and collect the cash on delivery; but he could not charge up the goods and afterwards deduct the amount from the wages, nor could he sue for the recovery of such debts.

MR. GEORGE: Why should not an employer be allowed to sue those who would not pay?

THE PREMIER: The hon. member would destroy the Bill if that were allowed. Several hon. members apparently did not want this Bill. If so, why did they vote for the second reading? He (the Premier) had been asked to introduce the Bill. He had not wished to force it on the House, and he perceived that in many cases it would not work as intended, because, in order to make it thoroughly efficient, it would be necessary to prohibit the system of the keeping of stores by employers alto-

gether. It was obvious that most of the companies' stores at present in existence would continue to flourish under the new law, and that no other stores would open in their vicinity. If the system were good now, it would be good in the future, and if bad, it would be bad in the future. The only difference would be that the employer who trusted his men with goods would have to take his chance of getting payment. He must make his establishment a cash store. In practice, the employer would probably give credit and trust to the honour of his men for payment.

MR. VOSPER: After what the Premier had said, and the way in which he expressed himself as being utterly lukewarm about the Bill, it was rather a pity that the Government undertook the responsibility of introducing the measure; and it would be as well if the Ministry would dissociate their names entirely from any attempt to pass reformatory legislation of this kind. The right hon. gentleman had practically offered to those discontented with the Bill a challenge to throw it out.

THE PREMIER said he did not think so.

MR. WALLACE: The Premier had said the Bill was unworkable.

MR. VOSPER: Then the Premier must take the responsibility for having introduced unworkable legislation. The time of the Committee should not be frittered away by unworkable Bills.

THE PREMIER: The measure was getting on very well, but hon. members were trying to alter it.

MR. VOSPER said that he had risen for the purpose of supporting the clause, but he regretted that the Premier should practically say: "If you do not like the Bill, we will withdraw it."

THE PREMIER said that he merely stated the facts with regard to the effect of the measure.

MR. VOSPER assured the Premier that there were members in the House sincerely desirous of passing the Bill, and asked him not to be worried by any obstruction, if it could be so called, or criticism from certain quarters; because such criticism was inseparable from the Committee stage of a Bill.

THE PREMIER: But it was strange to find members in favour of a Bill trying to alter it so as to make it useless.

MR. VOSPER said that he had no such intention.

THE PREMIER: No; but what about the member for the Murray (Mr. George)?

MR. VOSPER: The member for the Murray must understand the Bill before he could let it pass; and if that hon. member found clauses in the measure which were not clear, he was quite justified in discussing them and making them clear to himself and to the Committee. Regarding Clauses 6 and 7, he (Mr. Vosper) agreed with the Premier that any attempt to amend these clauses would have the effect of sapping the very foundations of the Bill, because not only was it the object of the Bill to discourage the keeping of stores by employers, but there was the further object of making the workman as independent of his employer as it was possible for him to be. That was the main object of the Bill; and so long as the employee was indebted to the employer, he could not be independent of him. No debtor was entirely independent of his creditors. These Clauses 6 and 7 would bring about an absolute cash business between employer and employee; and that was as far as the Committee should allow such trade to go. The effect of legislation of this kind was the same all the world over. In the laws of some States of the American Republic, it was provided that senators and congressmen could not be sued or prosecuted for any kind of debt during their term of office. The result was that every senator and congressman had to pay "spot cash" for everything he bought, with the exception of a few well-known and trusted men. So far from attempting to devise fresh means of recovering small debts, it was an open question whether this and other Houses of Parliament should not consider the advisableness of abolishing such means as existed at present. The country was put to enormous expense in keeping local courts and other tribunals for hearing small debt actions, and it was questionable whether it would not be better if the right to sue for debts under £25 were totally abolished by Act of Parliament. The result would be that an absolutely cash business would be done which would be better for the working men and for the

commercial world. We could get rid of the bailiff, the Small Debts Court, the fear of debts, and the thousand and one other things which harassed the workmen at the present time; therefore this Bill would be a step in the right direction if we abolished suing for debts in one direction.

MR. GEORGE: We had all heard of "Satan reproving sin," and to-night the Premier had reproved him (Mr. George) for what the Premier said was obstructing the Bill. The great obstructor of the Committee was the Premier himself, who never studied a Bill until he got into the House, and then he abused members. The Premier had said that if members did not swallow the Bill altogether it had better be thrown out. He (Mr. George) was prepared to swallow the Bill, if the Premier would pass it at once and let the sin rest on his (the Premier's) own head.

Clause put and passed.

Clause 7—Employer not to have action for goods supplied to workman:

MR. WILSON moved that the clause be struck out. He could not understand why an employer who had a store and gave credit to his employees should not be allowed to sue for debts.

MR. JAMES: It was in the English Act of 1831.

MR. WILSON did not care what Act it was in. The conditions of life here were very different from what they were in the old country, where wages were paid weekly and where there were no stations in the back blocks. The men themselves would not object to the owners of stores having recourse to the law to recover just debts. If the object of this legislation was to close down stores altogether and to prevent employers of labour having stores, then why was not a Bill brought in for that purpose? He had a report of a meeting which was held at Jarrahdale in which this Bill was fully discussed by the men, who passed a resolution wholly approving of the system carried on in Jarrahdale at present, and stating that any other system would be detrimental to the best interests of the men. There were dozens of men who had no idea of commercial morality.

MR. JAMES: Not the model men at Jarrahdale.

MR. WILSON: A good many men would not pay their debts unless they were forced to pay them.

MR. JAMES: Those men were not employed at Jarrahdale.

MR. WILSON: They were employed all over the colony, and the Committee had no right to take away from the owner of a store, whether he was the owner of a timber station or not, the right to sue for his just debts.

THE PREMIER: If the Committee struck out this clause, there were a great many other clauses that should have gone out also. If the owner of a store could sue for goods supplied to the workmen, there was not much difference between that and deducting the money from his wages; he could not see any difference at all. If the clause were struck out, why should not the owner of a timber station be allowed to deduct from a man's wages what the man owed? This Bill prohibited the station owner doing that, but if this clause were struck out it would allow him to sue for the recovery of debts due for goods. If an employer could sue a man, and if a man would not pay, the employer would not give him employment. If he (the Premier) had a large business and was compelled to pay his employees in cash and the employees did not pay him in cash for what he had supplied to them, and he had to sue for the money, strained relations would soon come about, and the men would be told that their services were no longer required. This Bill, as he had said, might well have had as its title "An Act to discourage persons having stations from keeping stores." If this clause were struck out, he really did not think the Bill would be of much use. The idea of the Bill was that men were to be paid in cash, and they had to pay for what they got in cash.

MR. A. FORREST: Supposing they did not pay.

THE PREMIER: Then the station owner should not sell them anything. This Bill was required by what were called the working men of the colony.

MR. A. FORREST: Not at all.

THE PREMIER: And if the Bill worked harshly on them it was their own fault.

MR. WILSON: The working men did not ask for it, did they?

THE PREMIER: No body of men could be found who were not opposed to the truck system. The labour organisations—the Trade and Labour Councils—were not in favour of the system.

MR. WILSON: The Bunbury storekeepers agitated for this Bill.

THE PREMIER: The Bunbury storekeepers did bring this matter under his notice: that was quite right.

MR. WILSON: They were looking after their own interests.

THE PREMIER: Everyone had a right to look after their own interests, and no one had a right to prohibit another person trading. If the timber stations monopolised all the trade on the stations, every other trade had a right to complain, and if he (the Premier) were a storekeeper he would complain that he could not openly carry on his business.

MR. A. FORREST: A dummy could carry it on.

THE PREMIER: Some station owners would not allow anyone to go near the place. They were opposed to anyone doing business on the stations at all. He did not say that was general, but some station owners openly said that they would not have people to open stores on their land. That was very wrong to every other trader in the colony. The station owners who would have to pay cash to their workmen would have to put up the sign "Only sold for cash here," and if a man had not the cash he would not get the goods. If the Bill worked harshly, the men would have to put up with it, as it was part of the working men's programme, or their platform, or whatever they called it. If he (the Premier) thought that the workmen did not want this Bill, he would not move another clause; but he understood that they did want it, and he understood that the traders of the colony wanted it; they wanted to do business. If he (the Premier) were a salesman of any produce, why should he not have the right to go anywhere he liked to do his business? But at present a storekeeper could not get within "coo-ee" of a timber station. That being so he did not see why we should not knock down these great monopolies. He did not mind little monopolies, but he did not believe in the whole country-side being in the hands of one person. Those who had received

from the Government large areas of land for timber cutting purposes had no right to monopolise every single trade in the place. The public should have an opportunity of doing some business.

MR. A. FORREST: Somebody had to buy goods wholesale.

THE PREMIER: There were monopolies, no doubt about it, and although he did not say they were not kind monopolies, being fairly good to the men, and considered the men very well, yet it was not quite right in a free country that other men should not have a chance of doing what business they could.

MR. WILSON: And recover debts due to them.

THE PREMIER said he would move some other provisions later on to get over the difficulty of men going fresh to a place, or being taken from Perth to a station, or men in an initial state of employment. For the first month or two provision would be introduced into the Bill that the measure should not apply. He thought that men would have to learn that they would have to pay for what they got in cash, and if the mill-owner knew that, one did not see why the owner should supply goods if he were prohibited from suing the men for the goods.

MR. WALLACE: Take the case of men employed in log-rolling. Contracts were entered into with men for doing this work and the proprietors of the mill sold to the men sets of harness, but at the end of the month, when pay-day came round, the mill-owners would have to pay the men the full value for the work done, but the men would not pay for the harness they had got. This Bill debarred the employers from suing for the value of the harness.

MR. JAMES: Why assume that workmen would not pay their debts?

MR. WALLACE: This Bill was introduced for the purpose of compelling employers to pay to the wage earners the full amount of their wages; therefore it seemed unfair that the employer should not be able to recover for harness supplied to the men.

MR. EWING: The provisions of the clause having prevented any set-off or counter-claim for goods being made against wages due, the effect of striking out this clause would be to nullify the clause which had been already passed,

because an employer could sue on a cross-summons and get judgment against a workman, which judgment would be a set-off against the other, and therefore to cut out Clause 7 would nullify Clause 6, already passed.

MR. OLDHAM: While recognising that the principle of the Bill was good, he intended to vote for striking out this clause, for its effect would be to prevent a timber merchant, for instance, from engaging in any other kind of business through which his workmen might obtain from him their supplies of materials; and so a timber merchant would be placed under a disability which would not apply to members of the community generally.

THE PREMIER: That would extend the truck system to all kinds of business.

MR. OLDHAM: The effect of this clause would be to shift a monopoly from one quarter, and set up a monopoly in another quarter. In his own experience as an employer, he had found it advantageous to send food supplies up the country to his workmen when employed on a distant job, because those supplies could be sent to them at a cheaper rate than they would have to pay to the local storekeeper. Having sent goods in that way to his workmen, and thus enabled them to get the benefit of cheapness, why should he, because he was their employer, be debarred from the right of deducting the amount of those goods off any wages which he had to pay to those workmen? This clause interfered unreasonably and without necessity with that freedom of action which should be allowed to employers the same as to other persons, when engaging in any other kind of business additional to that of their ordinary trade. He believed that no workman and no firm of employers had asked for this provision in the Bill, and he intended to vote against it.

MR. A. FORREST: This clause was not just to the owners of timber mills especially, and he must vote against it. Employers connected with timber mills had in many cases assisted particular workmen to get into a better position, by supplying them with a team on credit for hauling logs, and allowing the workmen to work out the cost of the team, and so become proprietors on their own account. If it were made unlawful to deduct the cost of a team or the cost of a horse from

the wages of a workman who was being specially assisted in this way, the Committee might be sure that such assistance would not be given in the future by employers engaged in the timber business. By interfering with that kind of assistance to deserving workmen, the Committee would be doing an injury to those deserving workmen, instead of assisting them as some members desired to do.

THE PREMIER: This clause would not prevent an employer from selling a horse to his workman, and deducting the cost. The provisions of the Bill referred to the supply of food and clothing and such things.

MR. A. FORREST: This clause appeared to prevent an employer from recovering the amount for a team, after he had assisted his workman by supplying it to him on credit. The only good point in the Bill was that it enabled a workman to obtain credit during the first few weeks of his employment, after which the Bill would not allow an employer to deduct any portion of the wages for whatever he might have advanced or supplied to workmen. Employers on timber stations usually supplied goods to their workmen, where they supplied them at all, at a cheaper rate than could be done by local storekeepers; therefore the employers were benefiting the workmen by enabling them to get supplies at a cheap rate, yet this Bill would prevent workmen from obtaining that advantage.

THE PREMIER: If the system which prevailed on timber stations was good for the workmen, why should it not be equally good to have that system in operation on the goldfields, where the law prohibited any lessee from carrying on this kind of business? He wondered how people would like to have this system in operation at any large centre of population, such as at Midland Junction, where Messrs. Hoskins had started a large industry in pipe-making, and might require their workmen to deal at the employers' store; because if the system was good in other cases, it must be good in their case also. Those employers might monopolise the whole of the retail trade in connection with their workmen, and he felt sure that system could not be agreeable to the people generally. In the case of the Jarrahdale sawmills, for example, he saw no reason why there

should not be a dozen or 20 storekeepers there, instead of the company monopolising all the storekeeping business.

MR. WILSON: There was a private store at Jarrahdale.

THE PREMIER said he was glad to hear it. Why should there not be a little town at the head station of each company? Instead of that, in most cases each company was a big monopoly.

MR. OLDHAM: Why did the Government create the monopoly?

MR. JAMES: Unless the companies had an exclusive right to get timber, their concessions would be of no use to them.

THE PREMIER: The colony in general would benefit, if there were free-trade at those places. Let every trader who liked go there and do his best. The existing state of affairs might be agreeable to the member for North Perth (Mr. Oldham), and to those with whose opinions the hon. member was so familiar; but, not having had much experience of trades unions or of labour disputes, he (the Premier) did not know what the feelings of the workmen were on this question, though he imagined that the men would like to have their earnings in their pockets on Saturday nights, and be free to buy what they wanted at different shops.

MR. OLDHAM: Was not that provided for in the Bill?

THE PREMIER: No; the Bill would not prohibit the monopoly.

MR. OLDHAM: Why not do the thing properly?

THE PREMIER: It was surprising that the hon. member should want him to support monopolists and to keep away small traders. He (the Premier) was supposed to be a great Conservative; but he wanted working men to be able to spend their money where they liked, and therefore he was much more of a Liberal than the hon. member. If this Bill would not do everything in that direction, it would do something, and therefore he hoped the Committee would let it pass.

MR. JAMES: Hon. members, when discussing the clauses, should avoid constant recurrence to the principle of the Bill. However, the very principle on which the Bill was based was that a man was entitled, as of right, to have his wages paid to him in cash. To effect that object, it was essential that an employer should be prevented from deduct-

ing any contra account for goods. Clause 6 prohibited such deductions, and the prohibition was enforced by the proviso that, if the owner were sued for wages, he should not have the right to a set-off or counter-claim for goods, which he otherwise would have. Without that proviso, the employer might sue for goods sold, thus forcing the workman into court. Clause 7 stopped that; and without Clauses 6 and 7, the Bill would be absolutely valueless. For generations the Truck Act had been one of the planks in working men's platforms; and so far back as 1831 —

MR. VOSPER: Before the Reform Bill.

MR. JAMES: A provision was made in Section 5 of the British Act, that an employer sued for wages should not have a right to set-off for goods supplied; and by Section 6 of that Act an employer was prohibited from bringing any suit or action for or in respect of any goods purchased by a workman when in his employment as against wages. That Act had been passed 68 years ago; and in 1887, its operation had been extended to include greater numbers of workmen, and no limitation had ever been put upon those sections by the British Parliament.

MR. VOSPER: Would any trade union in England consent to the repeal of the Act?

MR. JAMES: No; on the contrary, the unions were constantly trying to extend its operation. When it was obvious that these provisions were essential, and had been operative in England since 1831, it was rather late in the day to say that this Bill involved a novel doctrine, which ought not to be adopted.

MR. WILSON: It was a pity that the member for the Swan (Mr. Ewing) had imputed unworthy motives to him and to other hon. members engaged in the industry which this Bill, and this clause particularly, would most affect. He and others in that business were just as much in earnest in legislating for the wellbeing of the working people of the colony as any other hon. members; and certain clauses in the Bill were opposed because it was thought they would work an evil, not only to employers, but also to employees. It was incomprehensible why legal members should talk so glibly about matters they did not understand. Surely they might

take some advice from those actually engaged in the timber industry. With regard to this clause, whoever sold goods to another ought to have every right to sue for payment. Take his own case. He had a business in Hay-street, and was also interested in a business at Fremantle. He did not control those establishments, which were under separate management. If one of his employees came down from the Darling Range and purchased goods at the shop in Hay-street, he (Mr. Wilson) would be unable, under the Bill, to recover payment from that man. That was manifestly unfair; and no man in his employment would maintain that such legislation was just.

MR. JAMES: It was good legislation; and there was not enough of it.

MR. QUINLAN, in supporting the amendment, said he believed the clause as printed would have the opposite effect to what was intended. From his experience storekeepers, as a rule, had been the best friends of the working men, who seldom had cash in their pockets. The striking out of the clause would have a good effect, as the employer could help those whom he had a good opinion of.

Amendment put and negatived.

MR. OLDHAM moved that in line 5 the words "or for or in respect of any goods sold, delivered, or supplied to such workmen at any shop, store, house, or premises kept by or belonging to such employer, or in the profits of which such an employer shall have any share or interest," be struck out. This conversion to democracy on the part of the Premier was altogether a new character for the right hon. gentleman, but the working men would not believe in the Premier's sincerity. It would be unfair to prevent the recovery of any just debts incurred at a store owned by an employer.

THE PREMIER: The hon. member agreed to that part of the clause which stated that no employer should be able to maintain any action in Court, but he was willing that an employer's agent should be allowed to recover. The hon. member said he was a Liberal and was acting in the interests of the working men; still he wished to amend the clause in this direction. The hon. member was inconsistent. It would be much better to strike the clause out altogether.

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

Ayes	...	...	...	4
Noes	...	...	...	15

Majority against ... 11

AYES.	NOES.
Mr. Leake	Sir John Forrest
Mr. Oldham	Mr. A. Forrest
Mr. Wallace	Mr. Holmes
Mr. Wilson (Teller).	Mr. Hubble
	Mr. James
	Mr. Lefroy
	Mr. Pennefather
	Mr. Plesse
	Mr. Rason
	Mr. Robson
	Mr. Throssell
	Hon. H. W. Venn
	Mr. Vosper
	Mr. Wood
	Mr. Ewing (Teller).

Amendment thus negatived.

MR. LEAKE: It was to be hoped the Committee, who appeared to have lost sight of the principle altogether, would reconsider the matter, especially in view of the instances given by the member for the Canning (Mr. Wilson). All that was desired was to prevent employers taking advantage of workmen, when goods were sold on account of wages; and the words "as and on account of his wages" must surely be taken to control the whole clause. It was true that, as they at present stood, the words did not control the clause, but if the words struck out were re-inserted after the word "workmen," in line 6, that might meet the view of the member for the Canning. He (Mr. Leake) by his vote wished to emphasise the position taken by that hon. member, that where an employer had a separate contract with an employee in respect of separate matters altogether, the employer should not, simply because a man happened to be employed by him in some other line of business, be precluded from suing for a just and proper debt. If the clause were knocked out, the Bill would no doubt be mutilated; but he did not go to that extent. There seemed to be some misunderstanding; and he moved that progress be reported.

Motion put and passed.

Progress reported, and leave given to sit again.

ADJOURNMENT.

The House adjourned at 10:58 p.m. until the next day.