wish of the Committee to reduce the duty, he would not object to a reduction, but he could not consent to put it lower than 5 per cent.

Mr. MARMION imagined that very few hides indeed were likely to be imported by our local tanners, who, as a rule, exported pretty largely. It might be of some advantage to those engaged in this industry if the materials used for tanning purposes were allowed to come in duty free; but he had refrained from making an appeal to the House on the subject, although he had been asked to do so, because it appeared to him he should be at once met with the argument that if we were going thus to favor the tanning industry, why not place the oils used in various other industries on the free list?

Mr. RANDELL said he had been given to understand that it was only such hides as were not to be obtained in the Colony—very large sized hides—which were imported; but as there must be very few he hardly saw the necessity for altering the schedule.

Mr. GRANT concurred. In the district which he represented, they exported a large quantity of hides to other places, simply because they could get better prices for them than here.

The motion was negatived.

Bill reported.

The House adjourned at one o'clock, p.m.

LEGISLATIVE COUNCIL,

Friday, 11th August, 1882.

The Law as to Apprentices—Regulation of Volunteer Force—Petition *re* branch line railway from Clackline to Newcastle—Survey of line between Clackline and Newcastle—Land held by Mr. M. C. Davies—Excess Bill, 1881: first reading—Jury Act, 1871, Amendment Bill: in committee—Imported Labor Registry Bill: in committee—Masters and Servants Act Amendment Bill: in committee; third reading—Adjournment.

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

Prayers.

THE LAW RELATING TO APPRENTICES.

Mr. S. H. PARKER, in asking the Attorney General "Whether the Gov-"ernment intend introducing to the "House, during this Session, any Bill "to amend the Law relating to Appren-"tices," said the reason why he put the question was this: our local statutes were now being revised by a Board appointed for that purpose—a Board that was entitled to the thanks of the House and of the public for their gratuitous labors, involving as those labors did a great deal of trouble and research; and the revised statutes were, he believed, about to be reprinted in a compact form, which could not fail to be of very great service not only to the profession and to the magistracy, but also to the public at large,—although he did not think the work was being carried out in the way in which that House intended in the first instance—the original intention being that all our statutes should be consolidated as well as revised. But that was more than they could reasonably expect any gentlemen to undertake, unless they were handsomely paid for their services, and he thought we ought to be well satisfied, under the circumstances, that the work was being done as it was; and it had struck him that, as our laws were thus being revised and were about to be reprinted in a revised form, it would be most advisable to have the law relating to apprenticeship set out in full, and incorporated with this revised edition of our statutes. At present, the only Ordinance dealing with the subject was the 37th Vic., No. 12, which simply provided that all the laws in force in England on the 1st January, 1873 (the year in which our local Act was adopted), relating to apprentices, shall be deemed to have been and shall henceforth be—except in so far as the same are inapplicable to the circumstances of this Colony—in force here. Another clause of the Act gave summary power to Magistrates to determine all disputes between masters and apprentices; and that was all the law we had on the subject. The result was, that when these disputes did arise, and a Magistrate was called upon to adjudicate upon them, the question arose how the Magistrate was going to deal with them. There was nothing set out

in the Act, no definite instructions how to proceed, but simply that all the laws in force in England should also be deemed to be in force here; and how was a Magistrate to find out what were the laws in operation in England relating to apprenticeship? They would have to go back to old statutes of George III, of George IV, of William IV and of her present most gracious Majesty's reign; and unless a Magistrate had all these old statutes at hand, it would be impossible for him to know what laws were in force in England on the 1st January, 1873. In Perth, perhaps, it might be possible for a Magistrate, after much research, to trace up these laws, but anywhere out of Perth it would be absolutely impossible for Magistrates who were not possessed of all the Imperial statutes on the subject, to deal with disputes between masters and apprentices according to law. Under these circumstances, he thought the House would agree with him that it was very desirable that the law as regards apprentices should be explicitly set forth by local statute, and it was for this reason that he now asked the hon. and learned gentleman opposite whether it is the intention of the Government, during the present Session, to introduce a Bill dealing with the subject.

THE ATTORNEY GENERAL (Hon. A. C. Onslow), in reply, said it was not the intention of the Government to bring in any Bill this Session to amend the law relating to apprentices. He had also to say that, so far as he knew, the want of such a measure had never been brought to the notice of the Government. He was much obliged to his hon. and learned friend for the generous terms in which he had spoken of the labors of the Revision Committee; and, so far as he was concerned, he would have been glad, if possible, to have incorporated the laws as regards apprentices with the revised statutes. But he thought that would be almost an impossibility. It would at any rate have involved a great deal of labor to have set out in detail all the Imperial statutes dealing with the subject, and would be adopting a principle which had not hitherto been adopted in colonial legislation; and, for his own part, he failed to see that any corresponding advantages would accrue therefrom. At the same time, no doubt, it might be desirable that we should have an Act of our own, dealing explicitly with the question; but, until the attention of the Government was called to the matter, and they received some intimation as to the form which the Act ought to take, it was impossible for the Government to move in the matter. So far as he was concerned, he had never heard one word of complaint, beyond the fact that the English laws were difficult to construe, and undoubtedly that was a fact; but that was a difficulty which existed as much in England as it did here.

REGULATION OF THE VOLUNTEER FORCE.

MR. STEERE, in accordance with notice, asked the Colonial Secretary, "Whether it is the intention of the Gov- "ernment to introduce a Bill to regulate "the Volunteer Forces in this Colony?" His reason for asking the question was that he observed in the report of the Staff Officer of Volunteers (Capt. Phillips) an intimation that a new Act to regulate the local force was very much required, as the existing Ordinances, although they gave the Governor power to organise and train a volunteer force for the defence of the Colony, and to disband the same, and also to make rules and regulations for the force when called out for actual service, contained no general rules regulating the organisation of the force, neither did they give the Governor power to make such rules. He (Mr. Steere) also understood that the noble lord opposite, in commenting on the Staff Officer's report, stated that such an Act was much required, and expressed a hope that His Excellency would have a Bill introduced this Session. If he was not mistaken, the noble lord also stated that he had drafted a Bill which would meet the requirements of the Colony in this respect. He further noticed in the report of the Inspecting Field Officer (Colonel Angelo), presented to the House the other day, that that officer also referred to the subject, stating that, although the discipline of the several corps is everything that can be desired, yet there are no general regulations applicable to the whole force, "and this matter," the report went on to say, "will necessarily demand earnest attention, to consolidate

the local military service." Under these circumstances, he asked the noble lord whether it is the intention of the Government to introduce a Bill dealing with the subject?

The COLONIAL SECRETARY (Lord Gifford) said it was not at present the intention of the Government to bring in a Bill to regulate the Volunteer forces, as it was considered advisable that the recently appointed Inspecting Field Officer should have an opportunity of acquiring more experience as to the working of the local forces, before any legislation in this direction is introduced.

PETITION: BRANCH RAILWAY TO NEWCASTLE.

Mr. SHENTON presented a petition emanating from a committee appointed at a public meeting held at Newcastle, on the 5th inst., praying for the construction of a branch line of railway from the Clackline to Newcastle, as presenting less engineering difficulties, and being less costly, than a line from Spencer's Brook.

The petition was received and read.

Mr. SHENTON then moved the following resolution standing in his name: "That an Humble Address be "presented to His Excellency the Gover- "nor praying that he will be pleased, "when the final survey of the extension "of the Eastern Railway is completed, "to give the necessary instructions to "the officer in charge of the survey party "to make a survey of the country "between Clackline and Newcastle, in "order to ascertain the most eligible "route for a railway or line of road; "and that the cost of such survey be "defrayed out of the Railway Loan." The hon. member said that his reason for bringing forward the matter at this early stage was because he was not sure what moment the Government might order the survey party out, to commence the final survey of the line to York, and he thought it desirable to ascertain the opinion of the House as to the desirability of making a survey of this branch line at the same time as the final survey of the main line to York, before the party returned to head quarters. He had received several communications from settlers in the Toodyay District, drawing his attention to the necessity of this work being undertaken. Even supposing it should be found that, after providing for the construction of the line to York from Chidlow's Well, there would not be a sufficient sum available out of the railway loan to build a branch line of railway to Newcastle, it was highly desirable that a road should be cleared to enable teams to travel from Toodyay to the Clackline. The Newcastle settlers proved very clearly that it would not be worth their while to cart their produce from Newcastle to Northam, and thence to Spencer's Brook, which would entail a journey of about 30 miles to and fro, whereas the distance from Newcastle direct to Guildford, along an excellent road, was not much longer. But if a road were made from Newcastle to the Clackline, there to join the main line of railway, the distance which the teams would have to travel would not exceed 15 miles; and he understood, on the most reliable information, that the intervening country presented no engineering difficulties whatever, and that a very easy line of road could be found between the Clackline and Newcastle. He therefore trusted the House would go with him in this matter. He would not at this stage take up the time of the House by going into the question of the construction of a branch line of railway between the two places mentioned, which would be quite out of place until the Loan Bill or the Railway Extension Bill came before the House. He simply asked now that the necessary instructions be given for a survey of the line being made. He need not point out the advantages which would accrue from having such a line, and the additional source of revenue it would provide for the Eastern Railway: hon. members were as well aware of these facts as he was. A very large quantity of produce which comes down by road at present would be diverted to the railway at Clackline, and brought down by rail, thus enhancing the receipts from traffic very considerably, and making the railway what it ought to be—the means of affording the greatest good to the greatest number.

The COLONIAL SECRETARY (Lord Gifford) said the Government would be prepared to comply with the prayer of the address when presented,—that a survey be made as proposed; but it must be distinctly understood that, in

the event of there being no funds available for the purpose out of the Railway Loan, after the line is completed to York, the House will be prepared to recoup the amount expended in making this survey. He did not suppose it would cost more than £200.

MR. BROWN said, after what had just fallen from the noble lord the leader of the Government, he did not wish to give a silent vote with regard to this address. Feeling as he did that works of this character ought to be undertaken out of loan funds and not out of current revenue—hon. members were well aware that our late financial embarrassments were mainly attributable to a departure from that principle—he wished it to be understood that, in the event of the Government hereafter coming to the House and asking for the cost of the proposed survey to be defrayed out of current revenue, he should consider himself quite free to vote against such a proposal. With this explanation, he had much pleasure in supporting the address.

The motion was then put, and carried unanimously.

LAND HELD BY MR. M. C. DAVIES.

MR. VENN, in accordance with notice, asked the Colonial Secretary to lay a return upon the Table showing the amount of land held by Mr. M. C. Davies, in the Wellington District, and the amount paid annually for the same.

THE COLONIAL SECRETARY (Lord Gifford) laid the return asked for on the Table, showing that Mr. Davies held three licenses, one for 640 acres, one for 4,000 acres, and one for 4,200, and that the amount paid annually in respect of these licenses was £64 4s.

EXCESS BILL, 1881.

THE COLONIAL SECRETARY (Lord Gifford) moved the first reading of a Bill to confirm the expenditure for the services of the year 1881, beyond the grants for that year.

Motion agreed to.

Bill read a first time.

JURY ACT, 1871, AMENDMENT BILL.

The House then went into Committee for the consideration of this Bill.

Clause 1.—Mode of summoning jurors for trial of cases before a Commissioner appointed under "The Supreme Court Act, 1880":

Agreed to without discussion.

Clause 2.—Short title:

Agreed to.

Preamble: "Whereas it is expedient to amend the Jury Act, 1871," &c.:

MR. BURT drew attention to some clerical errors in the said Act, which, as they were amending it, ought, he thought, to be rectified. The 28th section, which related to the manner in which special juries are to be struck, provided that the attornies on behalf of each party to an issue shall draw alternately out of the box provided for that purpose twenty numbers, representing so many jurors. This was obviously a mistake, as the total number of jurors to be struck was only twenty; but, if each side were to draw that number, it would necessitate forty jurors being struck. The word "twenty" ought to be "ten." In the same clause the word "attorney" ought to read "attornies."

THE ATTORNEY GENERAL (Hon. A. C. Onslow) thanked the hon. member for drawing attention to the errors referred to, and in order to rectify them, and embody the amendment in the present Bill, he would move that Progress be reported and leave given to sit again.

Agreed to.

IMPORTED LABOR REGISTRY BILL.

The House then went into Committee for the consideration of this Bill, in detail.

Clause 1, repealing "The Imported Labor Registry Act, 1874":

Agreed to.

Clause 2.—Interpretation clause:

MR. BROWN said the Bill provided that no coolies shall be imported into the Colony without a certificate from a medical practitioner showing that the imported laborer is free from disease; and this clause provided that the expression "medical practitioner" shall mean "any "person authorised to practise as a "physician or surgeon, by any law or "laws in force for the time being in any "portion of Her Majesty's Dominions." Now a great many of these coolies were imported from China, and other places

which formed no portion of Her Majesty's Dominions, and where possibly there might be no medical practitioner possessed of an English diploma, although there might be practitioners there fully qualified to give the required certificate.

The ATTORNEY GENERAL (Hon. A. C. Onslow) said he would be quite prepared to accept any amendment dealing with the difficulty pointed out by the hon. member.

Mr. STEERE moved the insertion of the words "or any licentiate of any recog- "nised European university or school "of medicine," which was agreed to.

Mr. MARMION pointed out that the interpretation of the word "laborer," within the meaning of the Bill, was somewhat ambiguous, namely, "any per- "son who is apparently a native of India, "China, Africa, or of the islands in the "Indian or Pacific Ocean, or of the "Malayan Archipelago." Would not that include Malays employed on board vessels trading between the Colony and those ports? If so, he thought it could never be intended that the provisions of the Bill should apply to these sailors and their employers.

The ATTORNEY GENERAL (Hon. A. C. Onslow) said he would, on the recommittal of the Bill, amend the clause to meet the objection alluded to.

Clauses 3 to 8.—Lists of all coolies imported to be furnished to the Customs authorities or police, by the masters of vessels bringing them into the Colony, and no coolie to be put ashore until such list be given, and a medical certificate produced in respect of each coolie landed:

Agreed to.

Clause 9.—No coolie to be engaged after the passing of this Act without his employer having previously entered into a contract with him, in the form of the schedule attached to the Bill, under a penalty of £5 for every coolie engaged, except under contract:

Agreed to.

Clause 10.—Such contract to specify the nature of the employment at which such coolie is to be employed, the period of service, and the terms and nature of remuneration for such service, and also to contain a stipulation to the effect that at the termination of such period of service the coolie shall be returned to the port at which he was shipped, at the expense of his employer:

Mr. BROWN asked what would be the result in the event of a coolie not wishing to return to his own country at the termination of his period of service?

The ATTORNEY GENERAL (Hon. A. C. Onslow) said no one could put this stipulation in force against an employer but the coolie himself, who, of course, might, if he so chose, waive the stipulation. In that case, no one could proceed against the employer. The Government could not do so, as it was not a party to the contract, and no one but the parties to a contract could enforce it.

Mr. MARMION pointed out that, according to the wording of the clause, an employer—if the coolie so wished it—would have to return him to the port at which he shipped, "at the termination of his period of service." It might so happen that there was no vessel available by which he could be returned, immediately the contract expired, and what was to become of the coolie in the meanwhile? Not only that, some provision ought to be made to release the original employer and importer of the coolies from this responsibility, in the event of the men entering into some other person's service.

The ATTORNEY GENERAL (Hon. A. C. Onslow) said he would confer with the hon. member on the subject, before the Bill passed through its final stages.

The clause was then agreed to.

Clause 11.—Such contract to be explained to the coolie with whom it is to be made, in the presence of the Resident or Police Magistrate at or nearest the port at which such laborer shall have been landed, and also to be signed in the presence of such Magistrate:

Mr. BROWN pointed out that every prudent man importing such labor would have the contract entered into at the port of shipment, before the coolies went on board.

The ATTORNEY GENERAL (Hon. A. C. Onslow) said it was very necessary that the contract should be explained to these coolies in the presence of some authority here, whom the Government could recognise.

Mr. MARMION pointed out the inconvenience to which the person introducing these coolies might be put to,

unless the contract with them was ratified before they landed in this Colony. These men, on their arrival here, would probably be interviewed by some of their compatriots who had been in the Colony for some time, and the result, in all probability, would be that the men would want more wages than they had agreed to work for when shipped, and, unless a contract had been entered into, their employer would be at their mercy.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said the Bill did not recognise any contract entered into at the port of shipment, but only such contracts as were ratified in the presence of some constituted authority in this Colony, whom the Government could recognise. There was nothing in the Bill, however, to prevent a contract being entered into at the port of shipment, although such contract would not be recognisable under this Act. But the two contracts would not necessarily be conflicting agreements.

MR. BURT said nobody would ever think of importing coolie labor under the conditions imposed by this Bill. These fellows as soon as they had a chat with their fellow countrymen who had more experience of the Colony than the new comers had, would never agree to work for the wages which they undertook to accept when they left their native country; and the employer who imported them would be in a pretty fix. If a contract entered into (say) at Singapore was not going to be recognised here, an employer would have no remedy at all against these men. He thought some provision ought to be made rendering these contracts binding, if entered into before some recognised constituted authority at the port of shipment.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) suggested that the contract so entered should be countersigned here, in the presence of a Magistrate, who would be able to explain it to the coolie.

MR. CROWTHER said these contracts were generally drawn out in the Chinese language, and it would be the coolie who would have to explain to the Magistrate. What did any Magistrate here know about these Chinese hieroglyphics?

MR. BURGES had understood that the object of the Bill was to prevent the introduction of cripples, and of old and sickly coolies, but it appeared it was intended to apply to all coolies alike, and he was very much afraid it would do more harm than good.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) promised to amend the clause when the Bill was recommitted, providing that the contract entered into at the port of shipment shall be countersigned here.

The clause was then agreed to, for the present.

Clause 12.—All expenses incurred by the Government in affording hospital or medical relief to any sick coolie shall be chargeable to the employer of such coolie, and may be recovered from such employer in a summary manner:

MR. BROWN pointed out that, according to the interpretation clause, an employer, for the purposes of this Bill, meant the person at whose request and on whose behalf any coolie is imported into the Colony. According to the clause now before the Committee, it would be this person who would be held liable for the maintenance of a sick coolie, although that coolie might have long since quitted his employ, and gone into another man's service. Surely it could not be intended that the original employer was to be chargeable for ever with any expenses incurred in affording these men medical relief. The clause, if adopted at all, ought to provide that these expenses shall be chargeable to the employer in whose service the coolie may happen to be when he is taken sick.

MR. MARMION asked why it was thought proper by the Government, in the case of these sick coolies, any more than of a sick European immigrant, to charge his employer with the cost of providing him with hospital or medical relief? He should like to know upon what principle the clause was based.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said hon. members were doubtless aware of the difficulty that arose at Fremantle some time ago in connection with some sick coolies, when a number of these men became disabled by disease, and a serious charge to the Colony. The person at whose request they were introduced refused to do anything for the wretched creatures, who were absolutely left destitute, and suffered a great deal of misery. Eventually the Government felt bound to step in, and

considerable expense was incurred in succouring them and in relieving their necessities, which expense had become chargeable to the public funds. Unless some such clause as this were introduced the Government might again be saddled with the same thing, and he thought the country had no right to be charged with the expense of supporting these men, who were introduced not for the purposes of public gain, but for private gain and the convenience of employers.

Mr. MARMION could quite understand the justice of charging the employers of these men with their maintenance, if some reasonable time were fixed, during which they should be held responsible; but, according to this clause, a coolie who came here under a three years' engagement might be taken incurably ill the day after he landed, and it would come very hard upon an employer if he were to be saddled with the expense of providing this man with sick relief for a period of three years, without receiving in return any service whatever from him. There was no provision even to empower an employer to return such a man to his own country, or to rescind the contract, before its expiration by effluxion of time.

The ATTORNEY GENERAL (Hon. A. C. Onslow) said that was an employer's own look-out, in introducing these coolies, and it was necessary for the protection of the Government and of the public that their importation should be hedged round with as many safeguards as possible. The employers of these men got a good deal of benefit from their services.

Mr. BROWN: So does the country.

The ATTORNEY GENERAL (Hon. A. C. Onslow) did not know so much about that. These men might become a dead weight upon the country, and he thought it was but right and proper that those who chose to import them and to employ them, to suit their own purposes, should be responsible to the Government that they shall not become a burden to the Colony.

Mr. MARMION did not think that a better Bill could have been introduced to prevent the introduction of coolie labor altogether, and, viewing it in that light, he was not disposed to offer any further opposition to it, and, for his own part, he should not be sorry to see it pass.

Mr. BROWN failed to see why the principle embodied in this clause should not be extended to European immigrants nominated by people here. If it was right in one case, it was right in another. It appeared to him that if an employer took care—as he would be bound to do under the Bill, if it became law—that all his coolies were free from disease and of sound constitution when first admitted into the Colony, that was all we could reasonably expect of them. No doubt the clause in its present shape would tend greatly to handicap the introduction of coolie labor, which, in his opinion, would be a public misfortune.

The ATTORNEY GENERAL (Hon. A. C. Onslow) did not know whether hon. members were aware that a similar clause was in force in Queensland with respect to the introduction of colored labor, from the South Sea Islands.

Mr. GRANT: A different class of labor altogether.

The ATTORNEY GENERAL (Hon. A. C. Onslow): But the hardship, if hardship it be, as regards the employers of labor, would be the same.

Mr. BURT said the objection he entertained to the clause was this: a coolie imported into the Colony by a person here may not remain in that person's employ for more than a few months, or he may be convicted of some offence, and sent to prison for a short period; yet, when he came out again, and should happen to get sick, the employer who introduced him would have to pay for his maintenance. There was nothing in the Bill empowering an employer to cancel a contract with these fellows.

The ATTORNEY GENERAL (Hon. A. C. Onslow) said no doubt this was a very valid objection, and it might be met by amending the section, by adding the following words, "during the period in "which such coolie shall remain in the "employ of such employer." With regard to the rescission of contracts under the Bill, he should be prepared at a later stage to introduce a clause providing for the cancelling of such contracts, upon just cause being shown for doing so, before a Magistrate.

Mr. BROWN moved, as an amendment, That the clause be struck out altogether.

The Committee divided upon this proposition:—Question: That this clause stand part of the Bill—

Ayes	... ...	6
Noes	... ...	11
Majority against	...	5

AYES.	NOES.
Lord Gifford	Mr. Burges
The Hon. M. Fraser	Mr. Burt
Mr. Glyde	Mr. Carey
Mr. Hamersley	Mr. Crowther
Mr. S. S. Parker	Mr. Grant
The Hon. A. C. Onslow (*Teller.*)	Mr. Higham
	Mr. Marmion
	Mr. Randell
	Mr. Steere
	Mr. Venn
	Mr. Brown (*Teller.*)

The clause was therefore struck out, as was also the following clause, which related to it.

Clause 14.—Duplicate contract to be sent to the office of the Colonial Secretary, or the Resident Magistrate before whom the contract has been countersigned:

Agreed to.

Clause 15.—All contracts to be under the provisions of the Masters and Servants Acts:

Agreed to.

Clause 16.—Employer to produce his coolies at all reasonable times, whenever required to do so by any officer of customs or of police:

MR. BROWN failed to see the necessity of this clause, seeing that the Government would already be in possession of a registry of all coolies imported into the Colony, giving full particulars as to where and how they were employed. It appeared to him an unnecessarily vexatious provision, which might lead to an immense amount of trouble, expense, and annoyance, without any corresponding advantage. He would therefore move that it be struck out.

Question—That the clause proposed to be struck out stand part of the Bill—put.

Committee divided—

Ayes	... ...	5
Noes	... ...	11
Majority against	...	6

AYES.	NOES.
Lord Gifford	Mr. Burges
Mr. Glyde	Mr. Burt
Mr. Hamersley	Mr. Carey
Mr. S. S. Parker	Mr. Crowther
The Hon. A. C. Onslow (*Teller.*)	Mr. Grant
	Mr. Higham
	Mr. Marmion
	Mr. Randell
	Mr. Steere
	Mr. Venn
	Mr. Brown (*Teller.*)

THE ATTORNEY GENERAL (Hon. A. C. Onslow) then moved, That Progress be reported, and leave given to sit again.

Agreed to.

MASTERS AND SERVANTS ACT AMENDMENT BILL.

The House went into Committee to consider this Bill in detail, being a Bill to amend the Act to provide a summary remedy in certain cases of breach of contract (6 Vict., No. 5).

Clause 1.—Repealing so much of the 1st and 2nd sections of the above recited Act as imposes a punishment of imprisonment in the first instance in cases of breach of engagement or contract on the part of servants:

Agreed to without discussion.

Clause 2.—"In every such case of "breach of engagement it shall be lawful "for the justices hearing and determining "the same, upon the conviction of the "defendant or defendants, in their discretion either to impose a punishment "of imprisonment for such term as is by "the said Act directed, and with or "without hard labor, or to impose a "penalty not exceeding £ , which "penalty may be recovered summarily "before two or more Justices of the "Peace:"

THE ATTORNEY GENERAL (Hon. A. C. Onslow) suggested that the maximum penalty be £5.

MR. BROWN thought it would be better to make it £10. There might be aggravated cases in which a penalty of £5 would not meet the ends of justice, while at the same time a Magistrate would be loth to inflict a punishment of imprisonment. He thought the House and the country were indebted to the Government for introducing this Bill; it was a measure the want of which had long been felt, it being an extreme hardship in many cases to have to impose imprisonment without the option of a fine.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said he had no objection to increase the maximum penalty to £10, but it would be necessary to strike out the word "such," in the first line, as it only referred to first offences.

This was agreed to, and the clause as amended put and passed.

Clause 3.—This Act to be incorporated and read together with "The Masters and Servants Amendment Ordinance, 1868:"

Agreed to.

Clause 4.—Short title:

Agreed to.

Bill reported.

THIRD READINGS.

The following Bills were read a third time and passed:—Customs Ordinance, 1860, Amendment Bill; Appropriation Bill (Supplementary), 1882; Tariff Bill.

The House adjourned at half-past nine o'clock, p.m.

LEGISLATIVE COUNCIL,

Monday, 14th August, 1882.

Bonded Warehouse in Perth — Eastern Railway: Platform at West Perth—Dog Bill: first reading—North District: Increased Representation; adjourned debate—Bills of Sale Act Amendment Bill: second reading—Scab Act Amendment and Consolidation Bill: in committee—Hawkers Bill: third reading—Masters and Servants Act Amendment Bill—Adjournment.

THE SPEAKER took the Chair at seven o'clock, p.m.

PRAYERS.

BONDED WAREHOUSE IN PERTH.

IN COMMITTEE.

MR. SHENTON, in accordance with notice, moved, "That an Humble Address "be presented to His Excellency the "Governor, praying that he will be pleased "to place on the Estimates a sum sufficient "to defray the cost of the construction of "a bonded warehouse in the city of Perth." The hon. member said he had brought forward the resolution principally in the interests of the business men of the metropolis, who at the present time were placed under very great disadvantages, owing to the bonded store being at Fremantle, thereby causing much unnecessary delay and great inconvenience, owing to the loss of time entailed upon city merchants, and also country traders having business connections with Perth, who, instead of being able to clear their goods in Perth, were obliged to go all the way to Fremantle to do so. These difficulties and drawbacks might be got over if there was a bonded warehouse in the city. Some objection might be raised to this proposal on the ground of the expense; but he had no wish to involve the Government in any great expense, nor did he see any necessity for it, for it appeared to him all the staff that would be required to meet present requirements would be an issuing clerk. It might be said that one issuing clerk would not be enough, to take charge of so important an establishment, and the custody of such a large quantity of merchandise, but the responsibility might be removed from the shoulders of this officer to the Treasury, by declaring it a Customs Office under the Act. In that case entries might be passed at the Treasury, and an order issued from that office to the bonded storeman to deliver goods. The same principle was in operation at Fremantle, where people obtained their orders for delivery from bond at the Customs house. As to the best position for a bonded store in Perth, he had consulted the leading merchants of the city and also of country districts, and all agreed that the most suitable spot would be on the railway reserve, so as to be in direct communication by rail with the "A" store and the jetties at Fremantle; and, when the line is extended to the Eastern Districts, it would be very convenient for forwarding goods cleared, direct to their destination. It might be said that instead of asking the Government to provide a bonded store at Perth, the local merchants might be allowed to have their own stores utilised for that purpose. So far as he was concerned, he would be in favor of such a proposal, but he believed it was not likely to meet with general approval, owing to the expense of supervision. He thought the business people of Perth had a very good right to ask for this concession, for he believed—and he said it advisedly—that at least one third of the Customs duties