the same thing this year. In the country districts where the stickfast flea made its appearance early in the year, I have made inquiries and have ascertained that the pest has not been seen so far. I am inclined to think that there is hope that the stickfast flea will disappear in the metropolitan area if we compel people to take the necessary precautions.

Item, Experimental plot, including North-West, £520:

Mr. ANGELO: Last year's vote was £1,400 and £277 was expended. Will the Minister inform the Committee as to how much of that colossal sum was spent in the North-West last year.

The MINISTER FOR AGRICULTURE: I cannot say. Probably the largest proportion was spent in the South-West. If there is an opportunity to do anything in the North-West, the money will be available for that purpose.

Mr. Angelo: But £520 will not go very far.

Item, Agricultural Exhibits, Royal Show and Overseas, £250:

Mr. THOMSON: I am interested in the portion of this item devoted to overseas exhibits. I regard Savoy House, London, as our show window. It is in a prominent part of the Strand, but the amount of money being expended for exhibits is totally out of keeping with the importance of the department. To send samples of our products to London is money well spent. The New Zealand and South African show windows are very attractive, and we should endeavour to make our window as attractive as possible. Compared with the splendid show put up by Canada and Rhodesia, ours is not attractive.

Mr. Teesdale: Queensland's was the best window in the Strand when I was there.

Mr. THOMSON: As one who has inspected the windows, I maintain that more money should be devoted to these exhibits. We are doing our utmost to secure migrants, and an attractive display in London might prove the deciding factor with men of capital who are thinking of migrating. In the past we have not obtained as many people with capital as we might have done. How much of the £250 will be spent in London?

The MINISTER FOR AGRICULTURE: I doubt whether very much of this money is spent in London. Most of it expended on exhibits at the Royal Show and in country districts. Occasionally, however, produce such as fruit is sent to the Agent General for display. If we undertook a big exhibition of products in London, a considerably larger vote would be required.

Vote put and passed.

*Vote—College of Agriculture, £5,951*—agreed to.

Progress reported.

## BILLS (2)—RETURNED FROM COUNCIL.

1, Land Act Amendment.

2, Newcastle Suburban Lot S8.

With amendments.

*House adjourned at 10.38 p.m.*

# Legislative Council,

*Thursday, 5th November, 1925.*



The PRESIDENT took the Chair at 4.30 p.m., and read prayers.

## QUESTION—METROPOLITAN WATER SUPPLY.

*Expenditure at Churchman's Brook.*

Hon. A. LOVEKIN asked the Chief Secretary: How much has been expended to date in respect of the Churchman's Brook water scheme?

The CHIEF SECRETARY replied: (a) Dam, £88,205; 16in. main from dam to junction of Canning River and Churchman's Brook, £10,291; land resumption,

£12,528; total, £111,024. (b) In addition to the above, Churchman's Brook will be chargeable with a proportion of expenditure on 30in. and 36in. mains through which water will also be carried from Wungong and Canning dams. The exact proportion has not yet been definitely determined. The total expenditure on these mains to date is: 30in. main, £41,065; 36in. main, £212,191.

Hon. A. Lovekin: There is some mistake about those figures, I think.

Hon. J. Duffell: I am sure of it.

## QUESTION—AGRICULTURAL COLLEGE, PRINCIPAL.

Hon. V. HAMERSLEY (for Hon. H. J. Yelland) asked the Chief Secretary: Will he lay on the Table all papers dealing with the advisory committee's recommendation as to the appointment of the principal of the Muresk Agricultural College, and with the appointment itself?

The CHIEF SECRETARY replied: The papers will be available as soon as the conditions of the appointment are finalised.

## LEAVE OF ABSENCE.

On motion by Hon. E. Rose, leave of absence for six consecutive sittings granted to Hon. J. Ewing (South-West) on the ground of urgent private business.

## BILL—INDUSTRIAL ARBITRATION ACT AMENDMENT.

*In Committee.*

Resumed from the previous day; Hon. J. W. Kirwan in the Chair, the Chief Secretary in charge of the Bill.

Clauses 19, 20—agreed to.

Clause 21—Power of amendment:

Hon. A. LOVEKIN: I do not wish to be hypercritical, but I do not like the words "think fit" in an Act of Parliament. We cannot tell what any man is thinking unless he does something or says something. I suggest that "may direct" be substituted for "thinks fit."

The CHIEF SECRETARY: From motives of curiosity I have gone into the matter as far back as the inception of responsible government, and the words "think fit" appear in almost every one of our Acts of Parliament.

Hon. J. J. Holmes: Mr. Lovekin has not been here during the whole of that period.

The CHIEF SECRETARY: There is no objection to the words. They are a legal phrase.

Hon. J. Nicholson: They are used in powers of attorney.

Clause put and passed.

Clause 22—Demarcation of callings:

Hon. J. J. HOLMES: I move an amendment—

That in Subsection (1) of proposed Section 67b, after "workers," in line five, there be inserted "or industrial union of employers."

My idea is to put an industrial union of employers on the same footing as an industrial union of employees. Why should a union of workers have the right to act, and not an industrial union of employers?

Hon. J. R. Brown: The employers would not use the power if they had it.

The CHIEF SECRETARY: I have no objection to the amendment.

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

Clauses 23, 24—agreed to.

Clause 25—Amendment of Section 76:

Hon. A. LOVEKIN: I ask the Committee to vote against this clause. It is one of those provisions which may do irreparable injury if they become law. The clause proposes to allow the court to make awards retrospective.

Hon. J. R. Brown: Quite right, too.

Hon. A. LOVEKIN: Is it quite right? A man has taken a contract to do certain work under certain conditions for certain pay, and six months afterwards, when the contract has been finished and perhaps the contractor has no longer any recourse against the employer for whom he did the work, he is saddled with higher rates of wages going back perhaps nine months. That is not equitable. When the court makes an award, it can set out everything that is necessary under Section 76 of the principal Act and do justice between the parties; but it cannot make an award retrospective. I think we ought to set our faces against that.

Hon. J. Nicholson: It would tend to prevent contracts.

Hon. J. R. BROWN: I hope the clause will remain. A union of workers approach the court but cannot get a hearing for six or nine months, and during the whole of that period have to suffer under disabilities. The court is merely asked to make the award retrospective to the time of reference to the court.

The CHIEF SECRETARY: The proposal for retrospective payment will, I think, contribute to industrial peace. Workers will go on contentedly with their job if they know that any increase of pay will date from the time of the original application. Without such a provision, there would be discontent, and the position would not be beneficial to the employer. In nine cases out of ten, before the contractor made a contract he would be aware that there was a case pending and that wages would probably be increased with a retrospective effect. In the past, employers and workers have generally agreed to a provision for retrospective effect. The power asked here is in the Commonwealth Act, and the Federal court has repeatedly granted retrospective pay.

Hon. J. DUFFELL: I have in mind one instance of a retrospective award made by the Federal court, and it was no small matter, as we are asked to believe retrospective payment is. It cost the Government £200,000. That was in respect of the railway employees. Surely that is sufficient to demonstrate the danger of this clause!

Hon. J. NICHOLSON: It is true that there is a retrospective provision in the Federal Act; but there is a great difference between the Federal Act and our Act, in so far as the Federal Act binds only the parties actually cited, whereas our Act binds all parties. A man, if cited, can say something against an award being made retrospective; but under our Act a man who has not been heard might be bound by the retrospective provision. Again, contractors enter into contracts in the belief that there will be certain stationary prices. If, when his contract is half-way through, or even completed, a contractor has to find a lot of money to meet a restrospective award, how is he to live? If this clause be carried, no more contracts will be made. Instead of tending to increase trade, the clause will serve to decrease trade. I hope it will be negatived.

Hon. W. H. KITSON: The clause merely provides that the court may make an award retrospective; it is not mandatory. I agree with the Chief Secretary that the clause would tend to industrial peace. On more than one occasion workers have been kept at work on the promise of an award being made retrospective. Mr. Duffell argues against the clause on the score that one retrospective decision cost the Government £200,000. I suggest that is an argument in favour of the clause, for it serves to show that over a lengthy period a large number of workers must have been receiving less than they were entitled to. Mr. Lovekin desires to safeguard the interests of a few contractors, but I desire to safeguard the interests of thousands of workers. The contractor safeguards himself by having inserted in his contract a clause providing that if there be any increase in wages, the contract price shall be increased accordingly.

Hon. J. Duffell: Who is going to let a contract under those conditions?

Hon. W. H. KITSON: The largest contract let in the Commonwealth during the last three years contained just such a clause. While some of the contracts let in the metropolitan area are fairly large, most of them are comparatively small. Mr. Nicholson said that under the Commonwealth Act the retrospective provision applies only to those employers actually cited, whereas under the Bill it will apply to all employers. That is another argument in favour of the clause, for it will put all employers on the same level. Under the Bill practically every employer can be heard if he so desires, for he will know that the case is before the court; and when an application is made for a common rule, all the employers have the right to appear in court and resist the application. This provision should have been in operation many years ago. Some of our recent strikes have taken place simply because the men knew that even if they went before the court it would be many months before their case could be heard. Had this provision been in the existing Act, the men would have gone to the court, knowing that if the court thought they were entitled to a retrospective award, they would get it. I hope the clause will be carried.

Hon. H. A. STEPHENSON: I am opposed to retrospective awards. On many occasions such awards have imposed great hardship. Mr. Kitson stated that in most instances contractors protected themselves by a special clause in their contracts. But only in a small proportion of contracts are

such clauses to be found. I know of a timber merchant who, 12 months after he had sold his timber, had to find thousands of pounds to meet a retrospective award affecting the production cost of the timber. I will vote against the clause.

Hon. J. DUFFELL: Consider the position of a contractor now erecting one of the new buildings in Hay-street. As a result of some retrospective award he finds that certain materials used in the building have substantially increased in price, and in consequence he has to suffer great hardship. We have had many instances of that sort of thing.

Hon. J. Nicholson: That is quite apart from the wages of the men working for him.

Hon. J. DUFFELL: Yes, it relates merely to the cost of materials used by him. As for the clause in contracts providing against increased wages, it must be remembered that such a clause involves an increased price for the work, because the risk has to be covered. Mr. Kitson would like us to believe that in some occult way the clause would materially reduce the cost of living. Whilst thousands of workers may benefit, what about the other side? We know that it costs a great deal more to obtain an article to-day than it did a few years ago. Prices have gone up to such an extent that the purchasing power of the sovereign is nothing like what it was, and if the clause is allowed to remain in the Bill the position will be even worse. Last session this House thought fit to delete the clause and I hope the same course will be followed to-day.

Hon. C. F. BAXTER: Take the other side, and suppose a reduction was made, would the employee be prepared to refund the amount that he had drawn over and above the award rate? Throughout Australia wages have gone up, hours have become shorter and less work is being done. We cannot go on living on borrowed money and the time must come when a reduction must be made in the cost of living and wages brought down.

Hon. J. NICHOLSON: The Committee may regard itself somewhat in the light of a conciliation board, in respect of the Bill. What Mr. Kitson said of some contractors is true. They insert a clause in their contracts to try to safeguard themselves, but the aspect mentioned by Mr. Duffell is not safeguarded against. Usually a clause is included in a contract to provide that if an increase in wages takes place during the currency of the contract, a corresponding increase is to be added to the contract price. But there is an entirely different reason why we should vote against the clause. The result, instead of being beneficial to the community, may prove disastrous. Another party, besides the contractor, must be considered. I refer to the humble owner who is a member of the community, that much despised section, the section that is seldom protected. Going back to the genesis of the affair we find that the owner, in order to carry out the contract, enters into obligations to enable him to meet the payments of the contractor as they become due. Assuming a retrospective award is made, the loss that would ensue, would react on the owner. He may have been only just able to arrange to borrow sufficient money to enable him to complete the work. An award is made under a clause like the one under discussion. Then where will he be? He will require to sacrifice his property, the mortgagee will step in, and the man will be ruined. That is bad for the worker, and anyone supporting this clause will do that which will injure the worker. The proper course therefore is to vote against the clause.

Hon. W. H. KITSON: Again I advance the claims of the worker. The worker makes a contract week after week, not only with the employer, but with those who supply him with the necessaries of life. It would be quite easy to quote a number of instances where workers have been waiting for a long period of time for the issue of an award. During that period they have not been able to fulfil the contracts entered into by them for the supply of bread, meat, and other articles of food, and also for the payment of rent. Where it is necessary for the worker to have to wait a long period, as has been the case in the past, it is only proper that the court should have the right to make its decision retrospective. This is a very important clause to which members should give every consideration and not treat it in a light manner.

Hon. A. J. H. SAW: The clause is certainly a very important one, but it is most unjust and unfair.

Hon. E. H. HARRIS: One phase has not been touched upon, and that has reference to the Bill which will shortly come before us to provide for a 44-hour week. What will be the position of the contractor who has undertaken to carry out a work under a different arrangement, and perhaps also has provided for the employment of overtime? We know, too, that a proposal is to be put before us for

the abolition of overtime. Let it be remembered that in some instances labour is not available. Everything may be all right in the metropolitan area, but say that a contractor is building a bridge in the North-West and he is working on the 48-hours basis and overtime as well. If the law is altered he will be prohibited from doing both. What will be his position in those circumstances?

Hon. H. STEWART: The only merit in the clause as it stands is that the court "may" do this. The clause imposes a certain trust in the court. But the court may be altered in such a way that it will not have the confidence of the people. The decisions of the court are not always satisfactory to both parties. Mr. Kitson drew an unfair picture of the condition of the industrial worker in Australia. He certainly did not take into consideration the Savings Bank accounts which are so often quoted with pride as showing the thrift of the people in Australia.

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

| | | | |
|---|---|---|---|
| Ayes | .. | .. | 5 |
| Noes | .. | .. | 16 |
| Majority against | .. | .. | 11 |

AYES.

| | |
|---|---|
| Hon. J. R. Brown | Hon. J. W. Hickey |
| Hon. J. E. Dodd | Hon. W. H. Kitson |
| Hon. J. M. Drew | *(Teller.)* |

NOES.

| | |
|---|---|
| Hon. A. Burvill | Hon. J. Nicholson |
| Hon. J. Cornell | Hon. E. Rose |
| Hon. J. Duffell | Hon. A. J. H. Saw |
| Hon. V. Hamersley | Hon. H. A. Stephenson |
| Hon. E. H. Harris | Hon. H. Stewart |
| Hon. J. J Holmes | Hon. F. E. S. Willmott |
| Hon. A. Lovekin | Hon. H. J. Yelland |
| Hon. J. M. Macfarlane | Hon. C. F. Baxter |
| | *(Teller.)* |

Clause thus negatived.

Clause 26—Amendment of Section 78:

Hon. A. LOVEKIN: I suggest that, as we did on a previous occasion, the Committee strike out the clause. It is a vicious one. It would apply in a case such as this: Employed by the King's Park Board are a number of labourers who to-day may be gravelling a road, to-morrow may nail some pickets on a fence, and on the following day may paint a seat. Those men would come under different awards each day and the board would not know where they were regarding payments to be made. The same thing would apply to men doing odd jobs about a house.

The CHIEF SECRETARY: If workmen are to be protected the clause must be retained. There may be an award covering certain tradesmen such, for instance, as carpenters. Under the existing law that award would apply only to those engaged in that particular trade. Contractors would be bound by the terms of that award, but it would not be binding upon citizens employed in carrying out work for other people. The clause would not operate as suggested by Mr. Lovekin.

Hon. A. Lovekin: But it was put into operation in the park; that is the trouble.

The CHIEF SECRETARY: We suggest that where there is an award, covering a certain class of work, that award, being a common rule, should be observed, no matter who may be the employer.

Hon. W. H. KITSON: The clause merely provides that any individual who desires to employ a tradesman will have to pay the man the award rates. One large emporium in Perth employed men to do certain work but did not pay the award rate. On a technical point, introduced by a lawyer, the firm was able to defeat the intention of the award. If Foy & Gibson were desirous of having their premises renovated, they might decide to do the work by day labour instead of by contract.

Hon. J. Duffell: That firm knows too much about business to do that sort of thing.

Hon. A. Lovekin: In any case, Foy & Gibson would not give the work to a handyman.

Hon. W. H. KITSON: If they gave the work to tradesmen, we would expect the firm to pay the award rate. Unless the clause is agreed to, there will be a loophole by which the firm can evade their responsibilities.

Hon. J. Duffell: Would you allow them to do that?

Hon. W. H. KITSON: The union concerned would be foolish if it did not endeavour to prevent it. Unless those employing labour are placed in the position of having to pay award rates, unfair competition will be created, not only regarding rates but conditions as well. We have sufficient common sense to know that in the cases referred by Mr. Lovekin, the men employed would not be regarded as tradesmen and the clause would not apply to them.

Hon. A. Lovekin: Yes, it would. It has been applied to them.

Hon. W. H. KITSON: Mr. Lovekin knows very well that in practically every award of the Arbitration Court is a provision that if a man is employed on various works he shall be paid the higher rate applicable if he is employed at that work for a specified time.

Hon. J. Duffell: You have an imagination.

Hon. W. H. KITSON: I am not drawing on my imagination. I am dealing with facts. If we are to accept the statements of some hon. members it would appear that they are talking about things of which they know nothing. Owing to the actions of some hon. members in this Chamber, we may be sorry in the future for the decisions arrived at.

Hon. J. DUFFELL: As usual Mr. Kitson has been drawing upon his imagination in endeavouring to outline the application of the clause. Mr. Lovekin gave specific instances to indicate how the clause has acted detrimentally. I take up the challenge of Mr. Kitson. There are very few, if any, here who have not at one time or another been compelled to refuse the applications of men about the city who have been looking for a day's work in order to keep the wolf from the door. Those men were quite willing to do a day's work for a sum they considered commensurate for the work to be done. We know of instances where, in order to keep body and soul together, the Joint House Committee has permitted men of this type to come to Parliament House to partake of the food not required in the dining room. Yet Mr. Kitson can stand up and draw upon his imagination to say that everyone is entitled to award rates! If the clause is agreed to we will not be able to give the men I refer to a day's work.

Hon. J. J. HOLMES: I have refrained from discussing many of the clauses to which I take exception, being content merely to vote against them when I consider they will be a menace to industry. In answer to Mr. Kitson, I will give him a couple of instances to show why the clause should be rejected. Two paperhangers were engaged upon papering a house. It became necessary for one man to make a mark on the paper with a pencil. He took out a carpenter's pencil and commenced to sharpen it. When his fellow workman noticed what he was doing, he said to him, "Here, stop that. That is carpenter's work and if you don't stop it, I will report you to the union." Hon. members can see the absurdity of such a position. Workers never miss a point such as that. I would be prepared to argue that the man was right when he contended that sharpening a pencil was a carpenter's work. There is a shearers' award and it contains a provision that the men have to be provided with proper accommodation, with sufficient air space and properly ventilated and lighted. It is customary for the men to sit up to all hours of the night playing cards and so forth. Their idea as to proper lighting and proper ventilation is to have sufficient candles and kerosene lamps to enable them to sit up in comfort to any hour during the night. Such a thing was never intended in the award.

Hon. J. CORNELL: The only place to thrash out conditions of employment is the Court of Arbitration. If I employed a painter to do a day's work, and paid him less than the award rate, I could be sued for the difference. Is it fair or reasonable that an employer should be summoned for a breach in such circumstances? This is an attempt to rake in the most minute things, and it must prove futile. It is delving into the depths of fanaticism. No Parliament could provide for everything under the sun; yet we are asked to attempt to do so. A few isolated cases do not warrant fanaticism of this kind. Let us attempt what is possible and what is reasonable. An employer with the best of intentions might engage a man to do a casual job and not be aware of the correct rate of pay. Yet, if he underpaid the man through sheer ignorance, he would be subject to prosecution though the fault was really with the man employed. Last session Mr. Lovekin said he would have no objection to this principle if the onus were thrown on the worker to intimate to the employer at the time of engagement the amount of wages to which he considered himself entitled. That would be reasonable. The clause as it stands is one-sided and I shall oppose it.

The HONORARY MINISTER: I am surprised at Mr. Cornell's attitude after his long experience of industrial matters. He should be aware of the many opportunities for employers to evade awards.

Hon. J. Cornell: I never knew of an employer who did not pay when a breach was pointed out to him.

The HONORARY MINISTER: The hon. member's experience does not coincide with

mine. Employees have been exploited by being required to do a grade of work higher than that for which they were paid. Mr. Lovekin referred to King's Park, where handy-men might be engaged to nail a picket on a fence or paint a post.

Hon. A. Lovekin: But you have tried to enforce this principle there.

The HONORARY MINISTER: The hon. member was prepared to pay 10s. per day for relief work at King's Park, but when other parties offered to make up the wages to the correct rate, he refused to allow that to be done.

Hon. A. Lovekin: I was talking of permanent hands who do all kinds of work.

The HONORARY MINISTER: Many employers have been cited for breaches of awards and almost every one has been found guilty. Many breaches of award have been rectified immediately they have been pointed out to employers, but there are other employers who take advantage of employees, and it is time some safeguard was provided. An employer might underpay a man for 12 months, and when prosecution followed he would be fined probably £1, notwithstanding that he had made many pounds out of that employee. No reasonable objection can be offered against the provision. Some discretion should be allowed to those responsible for administering the law.

Hon. A. LOVEKIN: It is useless to put up hypothetical cases, as Mr. Kitson has done, by referring to Foy & Gibson. Such a firm would not pick up nomadic workers in the street to paint their premises; they would not risk spoiling their premises by so doing. Let us deal with actual cases. The unions decree that if a man cuts grass with a scythe, he is a labourer. If he uses a lawn mower, he becomes a gardener. If he puts a nail in a picket, he is a carpenter. If he paints a fence or a seat, he is a full-blown painter. The Superintendent of King's Park would have the whole of his time occupied if he had to keep a record of each man having devoted so many hours to painting, to carpentering, to cutting with a scythe and with a lawn mower. Yet that is what the Government want under this Bill. It is impracticable. There was a leak in a pipe and we got one of the men to screw it up. The plumbers' union sent along and claimed that the man was doing plumbing work. How can we carry on any work under those conditions? What applies to King's Park applies to any ordinary householder. A man asks for a job, and a householder tries to give him one. Because he straightens up a tripod in the garden, it is to be carpenters' work and he must be paid carpenters' wages. My chauffeur this afternoon has nothing to do, so he intends to put up a shelf in the shed for his brushes. Under this provision that would be designated carpenters' work. If we cannot carry on without these miserable little restrictions, life will become impossible.

The CHIEF SECRETARY: Members do not fully realise the defects of the present law. If I employed a painter, a man who had learnt his trade and was already a member of the union, I could pay him anything I liked if he was prepared to accept it.

Hon. J. M. Macfarlane: If he was!

Hon. A. J. H. Saw: What would happen to him in the union?

The CHIEF SECRETARY: We need not go into that question.

Hon. A. Lovekin: Do not you think he could inform the employer before starting that he wanted a certain rate of pay on the ground that he was a skilled carpenter?

The CHIEF SECRETARY: He might be in such circumstances that he could not press for it.

Hon. A. Burvill: He would press for it when the job was done.

Hon. A. Lovekin: A man employs him as a labourer and he afterwards claims the higher rate.

The CHIEF SECRETARY: Without this provision, an employer could pay whatever he thought fit, so long as the worker was prepared to accept it.

Clause put and a division taken with the following result—

| | | |
|---|---|---|
| Ayes | .. .. .. .. | 5 |
| Noes | .. .. .. .. | 16 |
| | Majority against .. | 11 |

| Ayes. | |
|---|---|
| Hon. J. E. Dodd | Hon. W. H. Kitson |
| Hon. J. M. Drew | Hon. J. R. Brown |
| Hon. J. W. Hickey | *(Teller.)* |

| Noes. | |
|---|---|
| Hon. C. F. Baxter | Hon. J. M. Macfarlane |
| Hon. A. Burvill | Hon. J. Nicholson |
| Hon. J. Cornell | Hon. E. Rose |
| Hon. J. Duffell | Hon. A. J. H. Saw |
| Hon. V. Hamersley | Hon. H. A. Stephenson |
| Hon. E. H. Harris | Hon. H. Stewart |
| Hon. J. J. Holmes | Hon. F. E. S. Willmott |
| Hon. A. Lovekin | Hon. G. Potter |
| | *(Teller.)* |

Clause thus negatived.

Clauses 27 and 28—agreed to.

Clause 29—Appeal to the court from board:

Hon. A. LOVEKIN: The Government ontend, as their supporters do, that we ught to accelerate the work of the court o that the workers may not become dis-atisfied and commit an illegal act, such as strike. I move an amendment—

That in line two of Subsection (2) of roposed Section 78c, after "rehearing," here be inserted "or by case stated."

he points in dispute could be put on paper nd sent to the court which, having the oints fully set out, could come to a deci-ion. If there is to be only a rehearing, it ay lead to dissatisfaction on the part of he workers.

The CHIEF SECRETARY: No doubt the ntentions of Mr. Lovekin are good, but I ope the amendment will not be carried. here can, under the Bill, be no right of ppeal except by leave of the court. Before t decides to grant an appeal the court will o through all the evidence, and be satis-ed that a strong prima facie case has been ade out. If an appeal is granted it is nly right there should be a rehearing. No ther people would be allowed to become arties to the proceedings if an appeal were ade merely by way of a case stated.

Hon. A. LOVEKIN: The court should ave discretion in deciding which course to ursue. It should be able to say to any arty that wants to appeal, "We will not o over all the figures again; you set out our case, and we will decide on that stated ase."

Hon. E. H. HARRIS: Later on I propose o move an amendment giving the Presi-ent the right to state a case where a point f law arises. The board may reach a ecision upon what the president may etermine is a point of law. In the mean-me I will support the amendment.

Hon. J. E. DODD: The Minister would e well-advised to accept the amendment, hich is a fair one. The more power we ive to the court in this way, the better will be. The court would still have the ght to call for further evidence, if desired.

Hon. J. CORNELL: The amendment eals merely with the boards, which will e more or less of an experiment. I believe ey will be productive of much good, pro-ided they are simplified and adopt simple methods. The Minister would do well to accept the amendment.

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

Clause 30—agreed to.

Clause 31—Amendment of Section 81:

Hon. E. H. HARRIS: I move an amend-ment—

That in the second proviso, between "the expiration of" and "twelve months," there be inserted "the first."

I shall, later, move an amendment to pro-vide that an application to review the pro-visions of an award may be made at the expiration of each subsequent 12 months. I propose also to move that the court may rescind as well as vary the provisions of an award. The object of the present amend-ment is to prevent an application to review being made, say, once a week.

Amendment put and passed.

Hon. E. H. HARRIS: I move an amend-ment—

That in the second proviso, between "an award" and "application," there be inserted "and after the expiration of any subsequent period of 12 months."

Amendment put and passed.

Hon. E. H. HARRIS: I move an amend-ment—

That in the same proviso, between "vary" and "such provisions," there be inserted "or rescind."

Hon. J. Nicholson: The power to rescind is contained in the first proviso.

Hon. E. H. HARRIS: I wish to make the second proviso similar in that respect.

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

Clause 32—Repeal of Section 82:

Hon. A. LOVEKIN: I suggest the post-ponement of this clause, because we have already postponed Clause 7, upon which Clause 32 has a bearing. Further, we have amended the previous clause, which will have a bearing on Clause 7.

The CHIEF SECRETARY: I move—

That consideration of the clause be post-poned.

Motion passed: the clause postponed.

Clause 33—Continuance of award:

Hon. H. A. STEPHENSON: I move an amendment—

That the proviso to Subsection (1) of proposed Section 83 be struck out.

The proviso gives power to make an expired award retrospective to a date not earlier than that on which the court first had cognisance of the dispute.

Hon. A. Lovekin: That might be three years.

Hon. H. A. STEPHENSON: Yes. I do not think the matter needs discussion.

The CHIEF SECRETARY: I oppose the amendment, but it is consequential on the rejection of Clause 25.

Amendment put and passed.

Hon. H. A. STEPHENSON: I move another amendment which is consequential—

That in Subsection (2) of proposed Section 83, the following words be struck out:—"and to the power of the court to give a retrospective effect to its awards and orders."

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

Clause 34—Amendment of Section 84:

Hon. A. LOVEKIN: Perhaps the Minister will allow this clause to stand over with the other clauses with which it is bound up.

The CHIEF SECRETARY: I move—

That consideration of the clause be postponed.

Motion passed; the clause postponed.

Clause 35—Repeal of Section 85:

Hon. A. LOVEKIN: I object to the clause, but it is bound up with the other clauses. Can we postpone this one, too?

The CHIEF SECRETARY: I move—

That consideration of the clause be postponed.

Motion passed; the clause postponed.

Clause 36—Amendment of Section 90:

Hon. A. LOVEKIN: This clause wants looking into as well, because it brings in some retrospective powers again. However, I have no amendment to move at present.

Members: Vote the clause out!

Hon. W. H. KITSON: The object of the clause is to prevent an employee from having to take separate actions for breach of an award and for wages due.

Hon. A. Lovekin: The clause goes further than that.

Hon. W. H. KITSON: If the court has found that the employee has not been paid the wage fixed by the award, there should b no need for him, as there is at present, t bring a civil action in another court to r cover the amount short paid. Seeing tha the Act limits the time within which a employee can claim an amount short-paid, see no harm in this clause.

Hon. J. CORNELL: I hope the Committe will agree to the clause. This Chamber agree to it last session.

The CHIEF SECRETARY: The claus is perfectly innocent, and will tend to sim plicity of procedure. At present, if there a breach of an award and the guilty part is fined, the employee has to proceed in th local court for the amount of wages shor paid. Under this clause the guilty party ca be not only fined, but also ordered to pay th amount due.

Clause put and passed.

*Sitting suspended from 6.15 to 7.30 p.m.*

Clause 37—agreed to.

Clause 38—Enforcement orders may b made by industrial magistrates:

Hon. H. STEWART: I move an amend ment—

That after "any," in line two, the word "police or resident" be inserted.

The Bill of last year gave power to th Governor to appoint any magistrate or an justice of the peace to act as an industri magistrate. However, the Committee con sidered that was too wide a scope. In th Bill before us justices of the peace ar omitted, but we get the words "any magi trate," and I have yet to learn that a justi of the peace is not a magistrate.

Amendment put and passed.

Hon. H. STEWART: I move an amend ment—

That in lines three and four of the propose new section, the words "appointed by the Go ernor as an industrial magistrate for the pu poses of this Act" be struck out.

This amendment, with the previous one, wi empower any police or resident magistra to adjudicate if called upon.

Amendment put and passed.

Hon. H. STEWART: I move an amend ment—

That in lines one and two of the provis the words "before an industrial magistrate be struck out.

Amendment put and passed; the clause, s amended, agreed to.

Clause 39—agreed to.

Clause 40 Industrial boards:

The CHIEF SECRETARY: I move an mendment—

That in line one "forty" be struck out, nd "forty-one" inserted in lieu.

Hon. A. Lovekin: This will have to be ealt with afterwards. Because of the prei ious amendments the numbers will no ɔnger be right.

The CHAIRMAN: It can be dealt with fterwards.

Amendment put and passed.

The CHIEF SECRETARY: I move an mendment—

That in line one "fifty" be struck out, and "fifty-one" inserted in lieu.

Amendment put and passed; the clause, s amended, agreed to.

Clause 41—agreed to.

Clause 42—Gazettal of appointments:

Hon. A. LOVEKIN: I move an amendıent—

That in line eight the words "for any" e struck out, and "without good" inserted ı lieu.

ıs the clause stands, the appointment of a ıember of the board cannot be challenged or any cause whatever. That is too sweepng. If the amendment be carried, the preaution will be quite sufficient.

The CHIEF SECRETARY: The clause sks that the production of the "Governıent Gazette" containing the notice of apɔointment of a member of the board shall e regarded as conclusive evidence that the ɔerson named in the notice has been legally ppointed. The clause further says that n such circumstances the appointment shall ɔot be challenged for any cause. Mr. Loveɔin wishes to substitute for that the words 'without good cause." It is an attempt to ntroduce technicalities into a Bill that should e free from technicalities. A man would ɔot be likely to be gazetted a member of he board unless he had been duly appointed. Even if, through some unimaginable conpiracy on the part of the staff of the Govrnment Printing Office, a man's name were nserted in the "Gazette" as a member of he board, it is unthinkable that the court vould permit that man to sit for that reason ılone. The amendment would cause no end of argument. The fitness of a member of the board could be challenged, despite the fact that he had been recommended by the court to the Governor. Even if a mistake had been made in the proclamation in the "Gazette," it would soon become public property and the court would protest against it.

Hon. A. Lovekin: But, as the clause stands, you could not challenge the seat.

The CHIEF SECRETARY: The man would not be permitted to sit. If it were through a mistake that his name appeared in the "Government Gazette" as a member of the board, the court would instantly take action.

Hon. A. LOVEKIN: Under the clause as it stands the court could not interfere at all. Some scoundrel might find his way on to the board. I do not want to create a difficulty, but if we insert the words "without good cause" the position will be covered. We certainly want means by which we can get rid of a member of the board.

Hon. J. NICHOLSON: In Subclause 4 of the previous clause there is a reference to the method of appointment. Assume that the members appointed were gazetted, and it turned out that one had not been nominated by the particular union either of employers or employees, his appointment could not be challenged. The Minister might agree to the addition of these words "Shall not be challenged except it be shown that the persons so appointed had not been nominated and recommended as provided for in Subclause 4 of Clause 41."

Hon. A. Lovekin: Why not "without good cause" and shorten it?

Hon. J. NICHOLSON: My object is to make it definite.

Hon. A. Lovekin: You limit it to that. There may be other reasons.

The CHAIRMAN: There is already an amendment before the Chair to strike out "for any cause" and insert "without good cause."

Amendment put and passed.

Hon. J. NICHOLSON: The Bill can be recommitted and the amendment that I suggested can be submitted.

Clause as amended, agreed to.

Clause 43—agreed to.

Clause 44—Oath to be taken by members:

Hon. A. LOVEKIN: When a board sits, it may have access to all sorts of trade

secrets. If a member violates the oath he takes that he will not divulge information, he is liable to a penalty not exceeding £500 and on conviction shall cease to hold office. I want to go further and say, "He shall not be eligible for reappointment." I move an amendment—

That the following words be added to the clause:—"and shall not be eligible for reappointment."

The CHIEF SECRETARY: I have no objection to the amendment, but it implies very little confidence in the court. If a man has committed an offence involving a penalty of £500, it is not likely that he will be reappointed.

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

Clauses 45 to 51—agreed to.

Clause 52—Conciliation committees:

On motion by Chief Secretary clause consequentially amended by striking out "fifty-two" in line 1 and inserting "fifty-three" and striking out "fifty-four" and inserting "fifty-five."

Clause 53—agreed to.

Clause 54—Conciliation committees:

Hon. H. STEWART: Earlier in the Bill we removed the power the Minister had to refer a matter to the court. Besides that power, the Minister has two others under the Bill, one to appoint conciliation committees and the other to appoint a compulsory conference. The president also has power to convene a compulsory conference with or without commissioners. In conformity with our decision at an earlier stage that the president's position should be left untrammelled, I think this clause, which provides powers for the Minister, should also be deleted.

The CHIEF SECRETARY: The Minister will be in touch with industrial matters, and the clause will provide him with power to appoint conciliation committees in order to bring about the settlement of disputes. The present Minister for Labour has more than once, during the time he has occupied his present position, been called upon by both the employers and the workers to assist in that direction. Under the clause, he will be able to appoint a conciliation committee with a view to arriving at a settlement.

Hon. J. Cornell: And the parties could agree or disagree.

The CHIEF SECRETARY: That is so. The only object is to enable the parties to arrive at a better understanding. If we d sire prompt and speedy action, we will de gate this duty to the Minister instead of the president of the court.

Clause put and passed.

Clause 55—agreed to.

Clause 56—Reference to court by indu trial union or association:

Hon. E. H. HARRIS: The clause affe an important principle regarding the me bers of a union. It is of vital importan that an expression of members' opinio shall be obtained by way of referendu Under the existing Act, before a case can cited in the Arbitration Court, a resoluti has to be carried at a meeting of membe and later a ballot has to be taken. Past h tory has shown that cases in the Fede Arbitration Court have cost thousands pounds and in the State court, hundreds pounds. Members should be consulted befc the union incurs such expenditure. Owi to the powers often wielded by the co mittees of unions, actions may have be taken to which the majority of the membe have been averse. I will move an amen ment in accordance with the notice of moti I have given.

The CHAIRMAN: The amendment as s out is difficult to understand. I think t hon. member would achieve his object if were to vote against the clause and then e body the amendment in the form of a n clause.

Hon. H. STEWART: I considered t advisability of moving an amendment but thought the Committee would vote agair it. I intended also to recommit the Bill wi a view to inserting the amendment I desire The clause repeals two sections and su stitutes another. It would be simpler to vc against the clause and then deal with t position by way of a new clause.

Hon. E. H. HARRIS: I will simplify t matter by moving an amendment—

That in line one, all the words after "ninet seven" be struck out.

Later on I will move for the insertion of t following words:—"of the principal Act amended by omitting the words 'nor sh any application be made to the court by a such union or association for the enforc ment of any industrial agreement or awa of the court.'"

The CHIEF SECRETARY: It is nec sary to keep in mind the object Mr. Har

as in view. He is seeking to place obstacles in the way of getting to the court. The Government consider it highly desirable that the approach to the Arbitration Court shall be as untrammelled as possible. Clause 56 will enable an industrial organisation to reach the court per medium of the governing body of the organisation. There might have been some reason for restrictions when the question of the court being able to handle the business was a matter for serious consideration. The Bill provides abundant machinery to enable disputes to be dealt with. Mr. Harris suggests that an industrial dispute shall not be referred to the court until, at a meeting, a resolution has been carried by a majority of the members of the union. Subsequently a ballot must be taken and there must be an absolute majority of the financial members of the organisation in favour of the reference before the matter can be taken to court. If the employers wish to cite a case, they do not have to go through all this procedure. There is no necessity to take a ballot of the members of the firm or the shareholders of a company. All we ask is that the worker be placed on the same plane.

Hon. E. H. HARRIS: It is idle for the Chief Secretary to contend that the employers have not to observe the same procedure. If the employers have a union, they have to adopt exactly the same procedure, but all employers are not registered as industrial unions. Some are incorporated societies. If the unions wish to be put on the same plane, let them get registered in the same way. The Minister has argued against a majority of the members of a union having a vote. We have heard quite a lot about majority rule. The Act provides that a majority of members shall vote in support of going to the court before that step is taken. I am willing to meet the Minister with regard to enforcement cases because I do not think a ballot is necessary there, but if a case is to be cited in the court, the ballot should be insisted upon.

Hon. W. H. KITSON: I hope the amendment will not be carried.

Hon. J. J. Holmes: Are not you in favour of majority rule?

Hon. W. H. KITSON: Of course I am.

Hon. J. J. Holmes: That is all we are asking.

Hon. W. H. KITSON: No: the hon. member is asking for something more.

Hon. J. Cornell: We are asking for a continuance of the status quo.

Hon. W. H. KITSON: And we are asking for an easier method of approaching the court. Mr. Harris suggests that the executive of an organisation are not capable of deciding whether a case should be submitted to the court. He wishes to continue to put obstacles in the way of a speedy hearing and he wishes to continue the present unnecessary expenditure. If the Act had been observed to the letter, many organisations would not have obtained the awards under which they are working to-day. Even though the Act provides for a secret ballot, Mr. Harris knows that in many instances it is impracticable to take it, and that the organisation would often find ways and means to get to the court.

Hon. J. Cornell: Do they?

Hon. W. H. KITSON: They have done so and will do so, even if the amendment be carried.

Hon. J. M. Macfarlane: Then the amendment will not do any harm.

Hon. W. H. KITSON: But that is what I wish to avoid. If members favour arbitration, let us facilitate organisations getting to the court with the least possible delay and the fewest possible difficulties. Do not offer them the alternative of refusing to work pending a hearing.

Hon. J. Cornell: Has that been the position in the past?

Hon. W. H. KITSON: Yes, on many occasions, and it has been the cause of many industrial stoppages.

Hon. J. Cornell: You are a late-comer.

Hon. W. H. KITSON: Perhaps so, but I have had as much and more experience than has the hon. member.

Hon. J. Cornell: I doubt it.

Hon. W. H. KITSON: Organisations and sections of organisations have held stop-work meetings, because it was impossible to observe the provisions of the Act regarding the taking of a ballot.

Hon. J. Cornell: They do that even when they have an award.

Hon. W. H. KITSON: And they will continue to do so. The executive of an organisation have the full confidence of the members.

Hon. J. Cornell: Like the seamen's executive.

Hon. W. H. KITSON: If the executive could not be trusted to decide the question of referring a matter to the court, they would not be worthy of their positions. The clause would not preclude the taking of a

secret ballot, but would merely provide that the executive should have the right to refer a case to the court in accordance with the rules of the organisation.

Hon. J. J. Holmes: Whose case would go before the court? The union's?

Hon. W. H. KITSON: Certainly.

Hon. J. J. Holmes: Then why should not the union decide it?

Hon. W. H. KITSON: The rules of every organisation provide certain procedure.

Hon. J. Cornell: They all have to comply with the taking of a ballot.

Hon. W. H. KITSON: There is provision for a ballot on all important questions.

Hon. J. Cornell: On all matters to be referred to the court. You are equivocating.

Hon. W. H. KITSON: I am not. Experience has shown that this is not a workable provision. Consequently we say that an organisation should have the right, through their rules, to empower the executive to refer a case to the court.

Hon. E. H. Harris: To do as they like.

Hon. W. H. KITSON: The members of an organisation can amend their rules.

Hon. J. Duffell: How many members attend an ordinary meeting of a union?

Hon. W. H. KITSON: When there is an industrial dispute, the meetings are well attended. We can well leave it to the members of the organisation to decide whether their rules should contain this provision.

Hon. A. J. H. SAW: There is a good deal in the contention advanced by Mr. Kitson. Surely if a union wished to get before the court and preferred to do so by leaving the decision in the hands of their own executive, we should give them that power. If the executive abused the trust and brought before the court frivolous cases involving the union in considerable expense, no doubt the members of the union would be quite prepared to deal with the executive. I favour giving the unions an opportunity to get before the court when they so desire without undue delay.

Hon. H. STEWART: One would infer from the remarks of the Minister and of Mr. Kitson that there was a difficulty in getting a majority of the members to pass the necessary resolution.

Hon. J. R. Brown: That is not so.

Hon. H. STEWART: Then there is no necessity for the alteration. Assume that it is difficult to get an attendance to pass the resolution, the situation could be adequately met if the ballot were conducted by th Chief Electoral Officer. The average ran and filer usually objects to attending a meet ing, but there would be no difficulty if th Chief Electoral Officer conducted the ballo When a grower's representative was require for the State Wheat Pool, the Chief Elec toral Officer conducted the ballot. The loc co-operative companies elect two persons directors of the Westralian Farmers. Th election is conducted by the Chief Elector Officer. From the point of view of obtain ing an expression of opinion from the ind viduals concerned, this would be a mo simple way than if the verdict of the m jority was sought.

Hon. A. LOVEKIN: Dr. Saw has n taken into account the general public, wh are very much concerned in industrial di putes. They ought to know whether th majority of members of a union want th dispute to occur, or whether that is the wis only of the executive. The only way ascertain that is by means of a ballot, u der which every member would be free vote. At union meetings men have no sou of their own. The executive officers brow beat them and refer to them in opprobrio terms. They have no voice, with the resu that they rarely go to meetings. The on safety valve for them is the secret ballo Even a Labour Government cannot obje to majority rule.

Hon. W. H. KITSON: Mr. Lovek seems to think he knows what takes pla at union meetings. I could make stro statements about what occurs at meetin of the Employers' Federation.

Hon. J. J. Holmes: Tell us what to place at last night's meeting.

Hon. W. H. KITSON: I must contradi Mr. Lovekin. As a member of the coun of the co-operative federation for ma years, I claim to know something about th organisation. There is all the differen in the world between growers voting for t directors and union members voting ballot. The growers are always in the sa place and can be reached by post in a f days. This applies also to civil servan Many unionists, however, cannot be reach in the same manner, for they move abo from place to place.

Hon. A. Lovekin: How is the executi to know their views?

Hon. W. H. KITSON: They can h sectional meetings and offer a definite opini to their executives. All this, however, tak

time. Many industrial troubles have occurred which would have been obviated if unionists had been able to get their troubles brought before the court without delay. There is no need to hamstring them by an amendment of this kind.

Hon. J. J. HOLMES: Is the union to control the executive or must the executive control the union? The matter is one for the union. If we believe in majority rule and justice to all we should give the union power to instruct the executive how to proceed, or to say that they desire to be left to follow their peaceful occupations. I support the amendment.

Hon. A. BURVILL: In certain important directions there is no difficulty in getting union members to go to a ballot. There is no difficulty in the case of getting a ballot for a candidate for Parliament. The same thing appertains when it is a question of appointing a general secretary, such as occurred in connection with the timber workers.

Hon. W. H. Kitson: It takes several months.

Hon. A. BURVILL: These questions should be controlled by the union and not by the executive. I support the amendment.

Hon. J. CORNELL: If sophistry would get anyone anywhere it would get Mr. Kitson a long way. He told us what is; I will tell the Committee what was. Trade union officials to-day are too tired to carry out their duties. Within an area bounded by Ravensthorpe, Wiluna, Southern Cross and Laverton there were 10,000 unionists belonging to the Miners' Union. Only two paid officials were employed to do the work for this large number of men, and they had no typist. Fully 50 per cent. of the work was done in an honorary capacity. To-day a union secretary for 100 members has his own typist and an office. The Amalgamated Certificated Engine Drivers' Union had only one general secretary, and the Timber Workers' Union had only one paid secretary. All that work was done in an honorary capacity, and during all those years the unions found no difficulty in getting to the court. Now, when the unions have an army of secretaries and typists, we are told, "This cannot be done." All the miners' unions decided upon centralisation of power, and now there is a desire to take away the last vestige of power possessed by members of unions in regard to arbitration proceedings. While awards were rare in the years gone by, it is now a rarity to find a union without an award or an agreement. An award cannot be abrogated without notice of intention to withdraw from it, and the ballot gives members of unions some say as to whether they will withdraw from an award and apply for another award. The amendment proposes that the executive shall be able to approach the court for enforcement without a ballot, and that the final analysis of the ballot shall be retained for members as regards applying for an award. Mr. Kitson says it does not matter whether they agree or not. There is also the question of the mandatory special meeting prior to the taking of a ballot.

Hon. E. H. Harris: And members of unions must also know what the log is.

Hon. J. CORNELL: Yes; and that is for the specific purpose of giving members a say in the management of the organisation. The provision in question dates from 1902. I was a member of this House in 1912, when the existing Act came before Parliament. At that time the Labour Party was stronger than it has ever been before or since in either branch of the legislature, and it was not proposed then that the excellent practice referred to should be departed from. The officials of to-day must be either too tired to do their job, or else are desirous of the centralisation of power in a few hands.

Hon. W. H. KITSON: I cannot allow Mr. Cornell's remarks to pass without a reply. We have travelled a long way since 1902. These provisions have existed for many years, but there have been numerous complaints concerning the methods that have to be adopted. It may be very nice for Mr. Cornell to sling mud at the secretaries who have certain duties to perform.

Hon. J. Cornell: I slung no mud.

Hon. W. H. KITSON: Mr. Cornell has been a union secretary.

Hon. J. Cornell: At a yearly salary of £8.

Hon. W. H. KITSON: There is much more work to be done nowadays.

Hon. J. Cornell: There is not as much.

Hon. W. H. KITSON: Mr. Cornell has not been associated with the Labour movement for a good many years now.

Hon. J. Cornell: The secretaries of to-day make work.

The CHAIRMAN: Order!

Hon. W. H. KITSON: There are now just as many men occupying positions in the movement under the conditions Mr. Cornell speaks of as there were in the days

he speaks of. If we were to say that before there shall be any question of direct action there must be a secret ballot of members——

Hon. J. J. Holmes: Are we to recognise direct action?

Hon. W. H. KITSON: Perhaps there is some reason for doing so.

Hon. E. H. Harris: The case before you now is enforcement.

Hon. W. H. KITSON: The proposal in the Bill affords the only means of giving satisfaction to the great majority of unions and unionists. This clause does not ask us to give the members of unions something concrete, but merely the right to submit, on the authority of the executive, their case to the Arbitration Court, which will decide whether they are entitled to anything more or not. If the executive cannot have that authority, their power will be extremely limited.

Hon. J. J. Holmes: What authority will the members of the union have if you give the executive that power?

Hon. W. H. KITSON: The members of the executive are elected periodically by the members of the union.

Hon. J. J. Holmes: But the damage may be done meantime.

Hon. W. H. KITSON: Damage because the case is referred to the Arbitration Court? If the men cease work, the same thing would be said—"The damage is done." The amendment represents another method by which the workers can be delayed in getting, or prevented from getting, that to which they are entitled.

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

| | |
|---|---|
| Ayes .. .. .. .. | 14 |
| Noes .. .. .. .. | 5 |
| Majority for .. .. | 9 |

AYES.

| | |
|---|---|
| Hon. A. Burvill | Hon. J. M. Macfarlane |
| Hon. J. Cornell | Hon. J. Nicholson |
| Hon. J. Duffell | Hon. H. A. Stephenson |
| Hon. V. Hamersley | Hon. H. Stewart |
| Hon. E. H. Harris | Hon. F. E. S. Willmott |
| Hon. J. J. Holmes | Hon. H. J. Yelland |
| Hon. A. Lovekin | Hon. E. Rose (*Teller.*) |

NOES.

| | |
|---|---|
| Hon. J. M. Drew | Hon. A. J. H. Saw |
| Hon. J. W. Hickey | Hon. J. R. Brown (*Teller.*) |
| Hon. W. H. Kitson | |

Amendment thus passed.

Hon. E. H. HARRIS: I move an amendment—

That the following be inserted in lieu of the words struck out:—"is amended by omitting the words 'nor shall any application be made to the court by any such union or association for the enforcement of any industrial agreement or award of the court,' and in Subsection (1) by omitting the words 'provided that if the resolution is for a reference of an industrial dispute, it shall,' and substituting the word 'and'; and by inserting after the word 'minutes,' in the last line of Subclause (1), the following words:—'and any such ballot shall be a secret ballot, and no form of voting shall have any letter, number, or record thereon to show or indicate how such voters may have voted.'"

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

Clause 57—Repeal of Part V. and insertion of a new part in place thereof:

Hon. A. LOVEKIN: I have to move several amendments to this clause. These amendments were all agreed to last year and there is no reason why the judgment of the Committee should be different this year. For that reason alone, I do not propose to discuss the amendments. I move an amendment—

That in lines one and two of Subsection (1) of proposed new Section 100, the words "from time to time" be struck out, and "once in each year" inserted in lieu.

This clause provides that the court of its own motion shall from time to time make a determination declaring what shall be the basic wage. We do not want this to be done every few months. Under the amendment it will be done once in each year.

Amendment put and passed.

Hon. A. LOVEKIN: I move an amendment—

That after "State," in line five of Subsection (1) of proposed new Section 100, the following be added:—"and such determination shall have force and effect during the ensuing 12 months."

Amendment put and passed.

Hon. A. LOVEKIN: I move an amendment—

That at the end of Subsection (1) of proposed new Section 100, the following be added:—The basic wage so determined shall operate and have force and effect from the first day of July in each year, and shall from time to time be substituted for the wages fixed by every industrial agreement or award made before or after the commencement of this Act,

notwithstanding that any such industrial agreement or award may prescribe a lesser or a greater wage.

The CHIEF SECRETARY: Suppose the court fixes the basic wage at £4 per week. Under the amendment it will be made to apply to every high-class tradesmen in the State.

Hon. A. Lovekin: No, no.

The CHIEF SECRETARY: That is what the amendment means. All awards and agreements will be reviewed and will be brought down to the level of the basic wage.

Hon. J. CORNELL: The Minister's contention is a ridiculous one. All that the amendment desires is what obtains in New South Wales. There the Board of Trade fixes the basic wage annually, and upon that all other wages are adjusted, margins being allowed for skill. On the Notice Paper it is seen that later Mr. Harris will move amendments to provide for what the Minister has pointed out.

Hon. W. H. KITSON: The amendment says that all wages in all awards and agreements shall be made to agree with the basic wage.

Hon. A. Lovekin: But provision will be made for skill and other considerations.

Hon. W. H. KITSON: That is not shown in the amendment.

Amendment put and passed.

Hon. A. LOVEKIN: I move an amendment—

That Subsection (2) of proposed new Section 100 be deleted.

Amendment put and passed.

Hon. A. LOVEKIN: I move an amendment—

That "and," in line two of Subsection (1) of proposed new Section 101, be struck out, and the following inserted in lieu:—"not later than the fourteenth day of June in each year, and shall thereupon be."

The object of this is to have the court of its own motion declare a basic wage not later than the 14th of June in each year and to have the determination gazetted so that everyone will know what the basic wage is to be for the next financial year.

Amendment put and passed.

Hon. A. LOVEKIN: I move an amendment—

That the following be added at the end of Subsection (2) of proposed new Section 101: —"and such determination shall be deemed to be a regulation under this Act."

The object is to make it a regulation within the meaning of the Interpretation Act, which gives this House and the other House power of disallowance. The provision as it stands scarcely does that. I want this House to have opportunity to discuss the determination.

Hon. J. CORNELL: When the court has gone through the elaborate process of fixing a basic wage, it would be going too far for either House of Parliament to veto it.

Hon. A. LOVEKIN: The amendment cannot do any harm. If something extraordinary were done the hands of Parliament should not be tied. Parliament would not, except at abnormal times, interfere with the basic wage that had been fixed by the court.

Hon. W. H. KITSON: I am opposed to the amendment. It would be giving a right of appeal from the decision of a constituted body, such as the court. I am not satisfied that the power would not be utilised on every occasion in this House if the amount of the basic wage provided a substantial increase upon the wages of employees.

Hon. A. Lovekin: I am prepared to withdraw the amendment, for Parliament has an inherent right to veto anything that is done.

The CHIEF SECRETARY: I am surprised that such an amendment should be submitted. Is it suggested that the basic wage that was fixed by the court should be disallowed by Parliament? Is there to be political interference with the Arbitration Court?

Hon. A. Lovekin: If there were a highly improper decision, Parliament would interfere.

The CHIEF SECRETARY: The proper course then would be for Parliament to remove the court.

Hon. J. J. HOLMES: I have been wondering who is in charge of this Bill. We heard Mr. Kitson speak on every clause and on every aspect of it. What is the object of the proposed new section, and of providing that the determination of the court shall be placed before both Houses of Parliament?

Hon. J. CORNELL: I ask that the amendment should stand. The mischief has been done by placing this proposed new section in the Bill. Is it put there as an act of courtesy, or for the intention indicated by Mr. Lovekin? The Bill will certainly be returned to us, when we can refrain from insisting on the amendment, or strike out the subsection.

The CHIEF SECRETARY: There is provision in various Acts of Parliament for the laying of reports on the Table of the House. This is merely providing for laying on the Table of the House the determination of the court.

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

| | |
|---|---|
| Ayes .. .. .. .. | 11 |
| Noes .. .. .. .. | 4 |
| Majority for .. .. | 7 |

AYES.

| | |
|---|---|
| Hon. A. Burvill | Hon. J. Nicholson |
| Hon. J. Cornell | Hon. H. A. Stephenson |
| Hon. E. H. Harris | Hon. H. Stewart |
| Hon. J. J. Holmes | Hon. H. J. Yelland |
| Hon. A. Lovekin | Hon. E. Rose |
| Hon. J. M. Macfarlane | (*Teller.*) |

NOES.

| | |
|---|---|
| Hon. J. R. Brown | Hon. W. H. Kitson |
| Hon. J. M. Drew | (*Teller.*) |
| Hon. J. W. Hickey | |

Amendment thus passed.

Progress reported.

*House adjourned at 9.27 p.m.*

# Legislative Assembly,

*Thursday, 5th November, 1925.*



The SPEAKER took the Chair at 4.30 p.m., and read prayers.

## QUESTION—WEIGHTS AND MEASURES.

Mr. MANN asked the Minister for Justice: 1, When do the Government intend to proclaim the Weights and Measures Act passed in 1918? 2, Is it a fact that at present traders are able to use defective scales without being prosecuted? 3, How long have the Police Department been in possession of the standards for putting the Act into operation? 4, When will traders be in a position to have their scales tested so as to know that they are giving correct weight? 5, Have the Railway Department at present any means of testing their scales so as to know that they are correct? 6, Is it a fact that at present the Railway Department's scales are not uniform throughout the different stations? 7, How long is it since the weighbridge at the Perth goods shed has been tested, and where do the department get their standard weights to prove its correctness? 8, Has a building been prepared to house the Traffic Department, and the Weights and Measures Department? 9, Is it a fact that at present there is no supervision over the sale of petrol from the petrol pumps to ensure that the public get correct measure?

The MINISTER FOR WORKS (for the Minister for Justice) replied: 1, Within a very short time. Before proclamation, however, some slight amendments are required to the Act. These have been shown by experience to be necessary. An amending Bill is being drafted. 2, No; as the 1899 Act is still in force and the Perth City Council has power to take action. 3, Since 1921. 4, They could have them tested now by the Perth City Council if that authority would continue to administer the present Act. 5, Yes. 6, Within reasonable limits all scales are correct. 7, Truck weighbridge at Perth was last tested 1st July, 1925. Standard Weighing Beam and Standard Weights stamped by the British Board of Trade, and supplied specifically for testing purposes by W. & T. Avery, of Birmingham, are used to check and establish standards for scale adjusters' use. These standards are compared and corrected, where necessary, once a year. 8, No. 9, See answer to No. 4.

## QUESTION—STATE SHIPS, VICTUALLING.

Hon. G. TAYLOR asked the Hon. S. W. Munsie (Honorary Minister): 1, What is the system of victualling the State ships? 2, Are tenders called for the supply of the various commodities? 3, If so, are those dealt with by the Government Tender Board?

Hon. S. W. MUNSIE replied: 1, Victual-