

every country, and which it is impossible to forecast. But, so far as any reliance can be placed upon human speculations, we have every ground, judging from our experience of the past, and regard being had to our present position, to look with every confidence to the future. As a formal matter I will now move the first item on the Estimates—"Governor's Aide-de-Camp, £50."

On the motion of Mr. SHENTON, Progress was then reported, and leave given to sit again for the consideration of the Estimates on Monday, August 28th.

The House adjourned at a quarter past eight o'clock, p.m.

LEGISLATIVE COUNCIL,

Thursday, 24th August, 1882.

Messages (Nos. 4, 5, and 6) from His Excellency the Governor—Telephone Exchange between Perth and Fremantle—Report upon Diseases in Vines—Pearl Shell Fisheries Bill (thrown out)—Imported Labor Registry Bill—Adjournment.

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

PRAYERS.

MESSAGE (No. 4): BILLS PASSED LAST SESSION.

THE SPEAKER announced the receipt of the following Message from His Excellency the Governor:

"The Governor informs the Honorable the Legislative Council that Her Majesty, by Order in Council, dated the 29th June last, has been pleased to assent to three Bills passed during the last Session of the Legislative Council entitled:—

"1. *An Act to provide for the more effectual Keeping and Auditing of the Public Accounts.*

"2. *An Act for the Re-appropriation of certain monies appropriated for the pur-*

poses of a Steam Tug, by 'The Loan Act, 1878.'

"3. *An Act to prevent the Destruction and Export of Immature Sandalwood.*

"The Governor's correspondence on the subject with the Secretary of State is herewith submitted for the information of Your Honorable House.

"Government House, Perth, 24th August, 1882."

MESSAGE (No. 5): ASSENT TO BILLS.

THE SPEAKER announced the receipt of the following Message from His Excellency the Governor:

"The Governor informs Your Honorable Council that he has this day assented, in Her Majesty's name, to the undermentioned Bills:

"4. *An Act to provide for the payment of certain additional and unforeseen expenses in the year One thousand eight hundred and eighty-two, over and above the Estimates for that year.*

"5. *An Act for imposing Duties on Imported Goods, and for exemption of certain Goods from Duties.*

"Government House, Perth, 24th August, 1882."

MESSAGE (No. 6): FORWARDING TRESPASS, FENCING, AND IMPOUNDING BILL.

THE SPEAKER also notified the receipt of the following Message from His Excellency the Governor:

"The Governor forwards, herewith, for the consideration of Your Honorable Council, a Bill entitled 'An Act to consolidate and amend the Laws relating to Trespases of Live Stock and the Poundage thereof, and to consolidate the Laws relating to the construction of Fences.' The consolidation of the Laws in question has become necessary, in consequence of the fragmentary character of the Statutes now in force, and the Governor is of opinion that the Bill now submitted, which has been very carefully drafted, will be found to be a valuable piece of legislation. The Law as regards fencing is left absolutely in *statu quo*, except so far as verbal alterations and a better arrangement are concerned.

“The Governor also forwards a Bill entitled ‘An Act to increase the number of Members to serve in the Legislative Council.’ This Bill is introduced in response to an Address of Your Honorable Council dated the 14th instant. The Governor considers that Your Honorable Council arrived at a wise decision in limiting your application to two additional Members for the North, and he will be prepared to submit the accompanying measure, when passed by Your Honorable Council, for the approval of Her Majesty’s Government.
 “Government House, Perth, 24th August, 1882.”

TELEPHONE EXCHANGE BETWEEN PERTH AND FREMANTLE.

MR. SHENTON moved, “That an Humble Address be presented to His Excellency the Governor, asking that he will take the necessary steps to ascertain whether a sufficient number of subscribers could be obtained to warrant the Government in undertaking the establishment and maintenance of a Telephone Exchange in Perth and Fremantle.” The hon. member said that at an early date of the Session he asked the Colonial Secretary for certain information with reference to the probable cost of establishing and maintaining a Telephone Exchange, and that information was laid on the Table. He hoped hon. members had examined the estimates furnished, and that they would agree with him that the time had arrived when the two principal towns of the Colony should have the same facilities afforded them, as regards telephonic communication, as were to be found in every town of any importance in the neighboring colonies, and also in other parts of the world. Hon. members would observe that the resolution standing in his name did not ask the Government to at once establish these exchanges, but merely to ascertain whether a sufficient number of subscribers could be obtained to warrant them in doing so, and to guarantee them from loss. It would be observed from the memorandum of the Superintendent of Telegraphs that Mr. Fleming considered the cost of fitting exchanges at Perth and Fremantle

and of connecting them one with the other and with the subscribers who would be likely to make application in the first instance, would be about £1,300, and the annual charge for salaries, upkeep, and interest on capital account he places at £453. The probable income to meet this charge Mr. Fleming placed at £456; but, so low was his estimate of receipts, that he should be greatly surprised if it did not reach a much higher figure. The Superintendent assumed that there would be only thirty subscribers in Perth and Fremantle, and his calculations were based upon the following scale of charges: (a) an annual subscription of £8 to entitle a subscriber in Perth to communicate with any other subscriber in Perth: (b) the same subscription for the same advantage in Fremantle: (c) an additional £4 per annum to entitle subscribers in both places to communicate with other subscribers in either place: (d) for the use of the wires at the central offices by the general public for speaking from Perth to Fremantle and *vice versa*, one shilling for the first ten minutes and sixpence for every additional five minutes. He did not think the Superintendent’s estimate was in any way over the mark as regards the probable receipts; on the contrary he thought it would be found that the number of subscribers would be more than he anticipated. At any rate, there could be no harm in the Government ascertaining what amount of support they would be likely to get were they to establish these exchanges. The advantages offered by such facilities of communication, not only to commercial people, the Press, and the Government, but also to the public generally, were so obvious that he trusted the proposal would not fall through, but that before long the two principal towns of the Colony at any rate would thus be connected together.

MR. STEERE presumed the hon. member did not intend the Government to commence this undertaking, whatever might be the result of their inquiries, without further reference to that House, as it might entail considerable expense upon the Colony. The fact should also be taken into consideration that the establishment of these exchanges would very considerably reduce the amount received from telegrams.

MR. SHENTON said he simply wished the Government to obtain the information in order to ascertain whether there was a probability of these exchanges being reproductive. He was quite aware that before the exchanges could be opened, the Government would have to ask the House for a vote to purchase the necessary plant.

THE COLONIAL SECRETARY (Lord Gifford) said that, in conjunction with the Superintendent of Telegraphs, he had been making inquiries on this subject, and the answers received had been very favorable, on the whole. From the papers laid on the Table—and which he thought might be printed—it would be seen that, in a very few years, these exchanges would recoup the outlay incurred in fitting them up and maintaining them. The Government, however, had no intention of establishing them before first ascertaining what number of subscribers were likely to join, and how far the undertaking would prove reproductive.

The motion was then agreed to.

REPORT UPON DISEASES IN VINES.

MR. CAREY, in accordance with notice, moved, "That the official report laid upon the Table this Session, on the 'state of Mildew (*Peronospora*) in Vines, be printed." It might appear rather a long document to print, but, on perusing it, he found that fully three-fourths of it might be omitted, and he proposed to mark those passages which he considered desirable should be printed. It was a most valuable document, and if published could not fail to be of very great service to vignerons.

MR. SHENTON said the report appeared to be a very voluminous one, and as there was a Printing Committee appointed, he thought the matter might be left in their hands.

MR. CAREY said he merely wished his resolution to be accepted as an instruction to the Printing Committee. The paper might be printed after the business of the Session was over. By leave of the House, he would amend his motion as follows:—"That a portion of the official report laid upon the Table this Session, on the state of 'Mildew (*Peronospora*) in Vines, be

"printed; such portion to be selected by the Printing Committee."

This was agreed to.

PEARL SHELL FISHERIES BILL.

THE ATTORNEY GENERAL (Hon. A. C. Onslow), in accordance with notice, moved the second reading of a Bill to make further provision for the regulation of the pearl shell fishery. The hon. and learned gentleman said although the Bill seriously dealt with one of the most important, and perhaps the most important, occupation of the greater portion of the inhabitants of our great North-West land, he did not know that there was any matter in it requiring any very lengthy remark. It was a short Bill, and its sole object was to render a bond and surety necessary, and a license to be obtained, before any person shall be allowed to employ any natives in the occupation of pearl fishing. He should not be surprised to hear hon. members demand to know why, in view of the existing law on the subject, the Government considered that a provision of this sort was necessary; and, although he thought that was a very fair question to ask, still he could not help thinking that the answer to it was obvious. We legislated not for the honest and well-intentioned portion of the community, but for those persons who are apt to take advantage of their fellow-creatures, and who use the servants who are in their power in a way that the law had set its face against. This Bill required only this much: that the person in charge of any boat or vessel carrying natives for employment in the pearl shell fishery shall enter into a bond,—not to do any thing new or that which is not already required by the existing law, but simply to carry out the terms of an agreement which he already has to enter into under the law as it stands at present. He did not think any hon. member will dispute this position—that, if a man entered into an agreement with one of these natives whom he employs in fishing for pearls, it was not hard upon that man to expect him to keep that agreement, and that if it turned out that he broke it, there should be some effectual means of compelling him to adhere to it, or, in default thereof, to punish him for his lâches,

That was the sole object of the Bill. He did not know a simpler means of accomplishing this object than by compelling the master of the boat in which the native is about to be employed to enter into a bond that he will keep his agreement. It was obvious to anyone that this provision would hurt no person whatever except such persons as were determined beforehand, with malice prepense, to break the agreement they were entering into. There was no hon. member who could think that this Bill, stringent though it might be, could injure anybody, except those employers of native labor who broke their engagements with these wretched people. The Bill provided that every master of a pearling boat, in which natives are employed, shall, with another surety to be appointed by the Governor or the Resident Magistrate of the district, enter into a bond—in a sum to be hereafter decided upon, when the House went into Committee on the Bill—for the due performance of his agreement with his native servants; and that upon his entering into this bond, and finding this surety, he shall have a license to employ such natives in the pearl shell fishery. The Bill imposed a penalty upon any person who employed any aboriginal native in pearl fishing without such license, which, as he had pointed out, could not be obtained unless the master of the boat previously entered into a bond for the due performance of the terms of his agreement, in accordance with the provisions of the present Pearl Shell Fishery Regulation Act. The other sections of the Bill were merely formal, and he trusted the House would see no objection whatever to the second reading of the Bill, which he now formally moved.

MR. BROWN: I regret to feel it my duty to rise to move an amendment, that the Bill be read a second time this day six months. I say I regret it, because I know that the existing Administration are doing their utmost to meet the wishes of the House in every way, and my desire always has been, whether the Government manifested that conciliatory spirit or not, also to meet their wishes as far as in my power lies. I think it is the duty of every member in the House to support those in power,—those upon

whose shoulders the final responsibility of the legislation of the Colony rests. I agree with the hon. and learned gentleman who introduced the Bill, that it is one that seriously deals with an important industry, but, when the hon. gentleman says that the Bill will hurt no one except those who are pre-determined to break the law, I disagree with him there. The sting of the Bill, I may say, is to be found in the second clause, which provides that it shall not be lawful for any boat or vessel to carry to sea, or employ any aboriginal natives of the Colony in the pearl shell fishery, unless the master of such boat or vessel shall, in addition to providing surety to be approved by the Governor, or the Resident Magistrate of the district from which such vessel shall sail, have entered into a bond in the sum of—the amount is left blank, but it will be a pretty heavy sum I dare say [The ATTORNEY GENERAL: £100.] Now, it is well known that the masters of these pearling vessels have little or no pecuniary interest in the boats, beyond the wages they receive for their services as master; and such a provision as this will render the owners of boats and the employers of these men dependent almost entirely upon the masters of the boats. This is why I think the Bill is objectionable. Any unprincipled master of a boat, once he got his license, and the owner of the boat as a surety, would feel himself in a position to snap his fingers at his employer. Suppose, for the purpose of illustration, the pearling season is half over, and the master of the boat is not giving satisfaction to the owner, he will know very well that, in nine cases out of ten, the owner is at his mercy, and that, practically speaking, it will be impossible for his employer to do without him, for this reason,—that it would be impossible in the majority of cases to have him replaced, if the conditions imposed by this Bill had to be complied with. It must be borne in mind that some of these boats are at work 300 or 400 miles from Roebourne, where the Government Resident is stationed, and, before a new master could be put in the boat he would have to come down all that way to enter into a bond, and to find surety that would satisfy that official. Meanwhile the boat would remain idle, and possibly, before the man could be re-

placed, the pearling season would be over. Hon. members will thus see that the Bill provides a most dangerous weapon to be placed in the hand of any unprincipled man employed as master of a pearling boat, for, in the event of a breach of agreement, the loss in nine cases out of ten would fall upon the owner of the boat, who might be hundreds of miles away, and not upon the master, who, as I have already said, would probably have no pecuniary interest in the boat. I think the Act already in force, for the regulation of these fisheries, is quite stringent enough to protect the interests of the natives employed therein. I have not lately heard of any natives having cause for complaint of the treatment they have received at the hands of the pearlers who employ them, and I was very pleased to hear from the noble lord, the leader of the Government, yesterday, when making his financial statement, that these pearlers always appeared very glad to see the revenue cutter amongst them. Seeing that this vessel is specially employed to enforce the regulations adopted for the protection of natives engaged in the pearl shell fishery, and to see that the law is administered, I think this shows that the pearlers must at any rate be a law-abiding body of men. [The ATTORNEY GENERAL: There are exceptions.] Undoubtedly there are exceptions; but it must be admitted that, on the whole, the regulations are fairly observed and the law enforced. I admit there are exceptions, and that was the reason why this House agreed to such a stringent measure as the Act now in operation, and I cannot think it is at all necessary to go any further than we have gone to hamper this important industry. I have much pleasure, on these grounds, in moving the amendment, that the Bill be read a second time this day six months.

MR. GRANT seconded the amendment. The Bill was quite uncalled for. It would put the owners of boats and the employers of natives to enormous inconvenience. Masters of pearling boats were very scarce indeed, and great difficulties would be experienced in obtaining their services, in the event of this Bill becoming law. During the last month he had himself sent two or three men up

to the pearling grounds to take charge of boats, and these men, being new hands, would be utter strangers to the Resident Magistrate, who, not knowing them, might refuse to grant them a license—if this Bill were in operation. Far better leave these matters to the Inspector of Fisheries, whose duty it is to see that the natives are duly protected. He thought there was every reason to be satisfied with the way in which the present Act worked, both in the interests of the natives themselves and of their employers.

MR. MARMION said it was his intention to support the amendment, for the reasons already mentioned by the mover and the seconder. He did not think the Government were doing a wise thing to keep on, year after year, hampering an important industry like this. If the regulations at present in force and the penalties imposed under the existing Act, were not sufficiently stringent, let them be rendered more so, and be more rigidly enforced; but not to be constantly endeavoring to tie down an industry by means of fresh legislation. He looked upon the present Bill as a most objectionable measure, on many grounds, and particularly that alluded to by the hon. member for Geraldton—that the owners of boats, who might be living a long distance from the pearling grounds, would have to suffer for the laches of the master. Moreover, the Bill would in no way increase the chances of discovering those who committed breaches of agreement and who infringed the law; if it did, it might have met with the support of the House. All it would do was to provide a means of punishing those who were discovered, and the present Act already amply provided for that. The penalties imposed under the law as it now stands were severe enough in all conscience, and apparently had a deterrent effect, for it was very seldom one now ever heard of any natives employed in the prosecution of this industry being ill-treated. Under these circumstances, he failed to see the necessity or the wisdom of providing still more stringent and oppressive regulations, and imposing still more severe penalties, when, after all, these penalties would not fall on the man who committed the breach, but upon an innocent party, the owner of the boat,

who, almost in every case, would necessarily be the surety.

MR. S. H. PARKER said that, in order to understand the purport of the present Bill, it was necessary that hon. members should refer to previous legislation on the same subject, as embodied in the Acts already in force (37 Vict. No. 11, and 39 Vict., No. 13.) The first of these Acts supplied the form of agreement which had to be entered into between the master or owner of a boat and the native employed by him in the pearl fishery, from which it appeared that the employer had to furnish the native with so much flour and tea daily, and to provide him with a blanket and a pair of trousers, failing which he subjected himself to a heavy penalty under the Act. An employer was also liable under the Masters and Servants Act, for any breach of agreement, whether with respect to a native or a white servant, and if he assaulted a native in his employ he would, upon conviction, be guilty of a criminal offence. The Government, however, not satisfied with this, now asked that not only shall the master of a vessel render himself liable to these penalties, but that he shall enter into a heavy bond, and provide a surety, for the due performance of the terms of his agreement with these blackfellows, and, in the event of the slightest breach of that agreement, this surety would become responsible for the penalty inflicted, as provided in the Bill. He objected to the Bill principally because it was opposed to every principle of justice that a third person should be held responsible for the due performance of a contract in which he was not concerned; and, in the next place, he objected to the Bill because it would vexatiously hamper an industry that was already surrounded by every possible safeguard against oppression or ill-treatment. No one with his eyes open, and with a knowledge of the liability incurred, would ever think of becoming a surety under the Bill, unless he was previously indemnified by the master of the boat for whom he became surety. If a master agreed to give a native, as part of his daily rations, 1½lbs. of bread, and it was discovered that he had only given him 1lb. 7oz., his surety would be liable to be mulcted in the sum of £100.

That was certainly taking an extreme view of the matter, but he maintained they were justified in taking such a view, for the bond to be entered into provided that the agreement shall be "well and truly performed in all and every respect," otherwise the surety becomes liable. No man in his ordinary senses would ever think of entering into such a bond with another man over whom he could not possibly exercise any control. And what would be the result? As pointed out by the hon. member for Geraldton, the pearling fleet might be hundreds of miles from the office of the Resident Magistrate, before whom the bond has to be entered into, and, in the event of a fresh bond being necessitated, the master and the owner—for no one but the owner would think of becoming a surety—would have to go all that distance, and, after all, run the risk of getting the bond accepted, and of obtaining a license. This reminded him of another great objection to the Bill,—it placed the whole working of these fisheries in the hands of the Resident Magistrate, who could either grant licenses or refuse them, as he pleased. If he did not choose to accept any surety offered, no license would issue, and the pearlery would be completely at his mercy. There were Resident Magistrates and Resident Magistrates, and he thought this was too much power altogether to be left to the discretion of any Magistrate, who might virtually put an end to the pearling industry altogether, if he chose. Such a power would be objectionable in any case, but it was still more so where the official entrusted with it resided so far away from head quarters as the Magistrate at Roebourne did. Under these circumstances, he regretted very much he could not support the Government on this occasion.

MR. BURT said it appeared the object of the Bill was to provide that a bond shall be entered into by the master of every pearling boat for the due performance of the agreement which he is bound to enter into, in accordance with the 5th section of "The Pearl Shell Fishery Regulation Act, 1875," with any native he may employ in the prosecution of the pearling industry. The form of the agreement which had to be entered into

was appended to the Act, in one of the schedules. The first condition was that the native shall serve his master in a specified capacity; the next referred to the duration of such service, and the third specified when the native was to begin to work. With regard to these three conditions, the present Bill could not be said to be required for a moment, as they were conditions which had to be observed by the native himself, from whom no bond of course was required. Nor could the Bill be required for the purpose of enforcing the last condition provided in the agreement—that, at the expiration of his term of service, the master shall return the native to the district to which he belongs, for the 9th clause of the existing Act imposed a heavy penalty upon any master who neglected or refused to carry back any native to the place agreed upon. Therefore this bond, if required at all, was merely required for the due performance of the fourth condition attached to the agreement, namely, that during his term of service the native shall be supplied with so much flour and sugar per day, and that at the commencement of the service his master is to give him a blanket and pair of trousers. Now no master would be so foolish as to starve the natives which he employed in his boat, for, in doing so, he would simply render them less physically capable of performing the work which he required of them. It was to the employer's own interest that his native divers should receive plenty to eat; so that, in reality, this Bill was simply required—if required at all—to compel the master to enter into a £100 bond, and to find a surety as well, in the same amount, that he will do what? Give his blackfellow a blanket and a pair of trousers. That was the whole object of the Bill; nothing more nor less. Therefore, for his own part, he must go with the amendment. There was another clause in the Bill—the 6th clause—which he thought contained a very objectionable provision, namely, that in every case of a conviction for an offence against the 10th section of the Pearl Shell Fishery Act, 1873, it was optional for the Magistrate either to fine the offender or to imprison him. Now if hon. members would look at this 10th section, they would see that it was a

very stringent section indeed. It related to the proceedings to be taken in case of natives being kept under duress, and contained a singularly anomalous provision. If a native who was not under any agreement with his employer was illegally detained against his will, or any physical constraint exercised by his master towards him, the Act provided that, in the event of this being proved to the satisfaction of the Magistrate, the native was to be immediately released, but no provision was made to punish his employer in any way. That was in cases where there was no agreement between the native and the master. But, if the native so treated was under an engagement to serve his master, or under any agreement, and the Magistrate was satisfied that he had been kept under duress, the master would be deemed guilty of an offence, and was liable to be fined £50 for each native detained against his will. This certainly was an extraordinary clause: the master who entered into an agreement with a native was liable to be punished if he exercised any physical restraint over him against his will, but the master who had not entered into any agreement escaped scot free. He could not conceive how such a section came to be passed. Under the 6th clause of the present Bill, it was proposed that in every case of a conviction under the section referred to, a Magistrate could either fine or imprison a master so offending. He should oppose the Bill, if on no other ground than this.

THE ATTORNEY GENERAL (Hon. A. C. Onslow): It is impossible I should not be aware of the fact that a majority of the House is against this Bill. I have listened as carefully as I am able to do to the arguments of the hon. members opposite, and I cannot admit that they are calculated to produce much impression upon the minds of those who have not already made up their minds against the Bill. In fact, the principal arguments, as coming from the hon. member for Perth and the hon. member for Murray and Williams, seem to be in direct opposition to each other, as I understood them. The hon. member for Perth said that to insist upon this bond would be a most harsh and stringent proceeding, inasmuch as it requires the performance of such an impossible duty

that no one would think of entering into a surety to see that the conditions of the bond were properly fulfilled. That is one way of looking at it, and, supposing the hon. member's facts and premisses are correct, a very fair argument. Then comes the argument of the hon. member for the Murray and Williams, who says it is such a ridiculously small matter, applying as it does merely to a blanket and a pair of trousers, that the bond is not wanted. One hon. member thinks the Bill is black, and therefore we cannot have it; the other hon. member thinks it is white, or of no color at all, and therefore that we cannot have it. There is really no meeting such arguments as these. All I can say is,—if the two hon. members will put their heads together and try to make their arguments consistent with each other, I shall be prepared to listen to them. For my own part I do not think the Bill is so black as it has been represented by the hon. member for Perth, nor so colorless as the hon. member for Murray and Williams seeks to make it out. I do think it is all-essential we should have a bond for the due performance of these agreements. It seems to me it would be no hardship whatever on a master who intends honestly, and as a man, to do his duty by these natives, as I am ready to believe the great majority of masters do. But there are exceptions. There are men who will not do their duty honestly by their natives, and it is for the purpose of holding a rod *in terrore* over the backs of these men that we ask for this bond. Surely it cannot be said that those employed in this lucrative trade of pearl shell fishing can find any difficulty in obtaining surety for £100—or the Committee may reduce it to £50. And a surety to do what? To do that which hon. members tell us everybody engaged in the industry already do. If so, there can be no harm in their entering into this bond, and, if not, then it is most essential. If hon. members, however, have made up their minds, contrary to all argument and to common sense, to vote against the Bill, so be it. But I would ask hon. members seriously, are they in recording their votes going to be actuated by prejudice against the Bill itself, or by a *bonâ fide* conviction that it asks for more than the Government are

entitled to ask of the men who employ these wretched aboriginal natives? As to the severity of the 6th clause, referred to by the hon. member for Murray and Williams, in empowering a Magistrate to inflict the punishment of imprisonment in every case of a conviction for an offence against the provisions of the 10th section of the existing Act, which the hon. member says is an unnecessarily stringent one, that is not the question before the House now. That clause I may state is, in point of fact, directed against kidnapping, and I do not think any hon. member will say it is too harsh a punishment to inflict for such an offence as that. All this section provides is that it shall be within the power of a Magistrate to order any person convicted of kidnapping to be imprisoned for a period not exceeding six calendar months, either with or without hard labor, and I shall certainly consider that hon. members, if the Bill is thrown out, will not be doing their duty towards these natives, if they do not allow the Bill to go into Committee, and preserve at all events that section of it.

The motion for the second reading was then put, and negatived, upon a division, the numbers being—

Ayes	7
Noes	10
Majority against			3

Ayes.	Noes.
Lord Gifford	Mr. Burt
The Hon. M. Fraser	Sir T. C. Campbell
Mr. Burges	Mr. Crowther
Mr. Glyde	Mr. Grant
Mr. S. S. Parker	Mr. Higham
Mr. Randell	Mr. Marmion
The Hon. A. C. Onslow	Mr. S. H. Parker
(Teller.)	Mr. Steere
	Mr. Venn
	Mr. Brown (Teller.)

The Bill was therefore thrown out.

IMPORTED LABOR REGISTRY BILL.

The House then went into Committee for the further consideration of the Imported Labor Registry Bill.

Clause 12, reverted to:

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said that when the Bill was under consideration the other day the hon. member for Geraldton pointed out the necessity for amending this clause, which, as now worded, only applied to contracts entered into between

a master and his laborers at the port of shipment,—as originally contemplated. Since then an amendment had been adopted, enabling these people to enter into a contract in this Colony, in the event of their original agreement being rescinded or expiring, and the provisions of the clause as it now stood would not apply to this subsequent contract. He therefore had to move that all the words after “such,” in the fourth line, be struck out, and the following be inserted in lieu thereof: “Last mentioned contract shall be explained to the laborer with whom it is to be made, in the presence of any Government Resident, Resident Magistrate, or Police Magistrate in Western Australia, and shall also be signed in the presence of and certified by such Magistrate.”

Agreed to.

Clause, as amended, put and passed.

Clause 13 (reverted to)—Duplicate copy of contract to be lodged, within one week after the landing of the laborer, in the office of the Magistrate in the presence of whom such contract shall have been signed:

MR. BROWN pointed out that, according to a preceding clause, the original contract was to be countersigned in the presence of a Magistrate within one month of the landing of the laborer, whereas, according to this clause, the duplicate was to be lodged within a week. He thought the two clauses ought to be assimilated, and he would move that the words “week after the landing of such laborer” be struck out, and the following be inserted in lieu thereof: “month after the landing of such laborer, or of the making of such contract, as the case may be.”

Agreed to.

Clause, as amended, adopted.

Clause 14 (reverted to)—Contracts to be under the provisions of Masters and Servants Acts:

MR. BURT reminded the Committee that the other evening it was agreed that, upon good cause being shown, a Magistrate ought to have power to rescind a contract, without the mutual consent of the laborer and the employer,—in cases, for instance, where a coolie was imprisoned, or absconded from service. In order to provide for such contingencies, he would move that the following words

be added to this clause: “And upon conviction of any laborer under the provisions of the first mentioned Act, it shall be lawful for the convicting Justice or Justices to rescind the contract with such laborer.”

Agreed to.

Clause, as amended, put and passed.

MR. BURT said they were informed the other evening by the hon. and learned gentleman in charge of the Bill that he would offer no objection to some provision being introduced giving the right of appeal under the Bill,—a very desirable and necessary provision, he thought. In order to carry out that suggestion, he would now move that the following new clause be added to the Bill, to stand as clause 19:—“If any person shall feel aggrieved by any conviction or order of any Justice or Justices, with respect to any penalty, fine, or other matter under the provisions of this Act, such party may appeal from such conviction or order to the Supreme Court. Provided always, that notice of such appeal shall be given to such Justice or Justices within three weeks, and that such appeal shall be entered for hearing within two months after such conviction or order; and upon such notice being given all proceedings upon such conviction or order shall be stayed until the hearing of the appeal; and the appellant, if in custody, shall be liberated upon recognizance, with or without surety or sureties, and in such sum as to the convicting Justice or Justices may seem meet, conditioned for his appearance before the same Justice or Justices or some other Justice or Justices sitting at the place where such conviction or order was made, within ten days after the judgment of the Supreme Court upon such appeal shall have been given, to abide such judgment, unless the conviction or order appealed against shall be reversed.”

The clause was agreed to without discussion.

Schedule C (reverted to).—Form of agreement to be entered into between master and laborer:

MR. MARMION noticed that the employer was to provide his coolies with “suitable clothing.” Might he ask what would be regarded as suitable clothing in the case of these men?

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said there was nothing in the Bill to define what constituted "suitable clothing." It would be specified at the bottom of the agreement what the yearly allowance of clothing agreed upon was to be, and so long as that allowance was provided there could be no cause for complaint. In the same way the daily allowance of rations would also have to be specified on the agreement.

MR. BURT could not help thinking they would have been justified in meting out very summary justice as regards this Bill, at a much earlier stage, and in declining to have anything to do with it. The more he saw of it the less he liked it. The Bill provided that the contract entered into between master and man shall be in the form of this schedule, and one of the conditions attached is that the employer shall provide the imported laborer with a free passage back to his native land at the expiration of his contract. Yet the Bill now contemplated a subsequent contract being entered into, after the original one had been rescinded or expired. Who was to send the man back—his original employer, or the employer who entered into an agreement with him in this Colony; or both? He really was inclined to think that, even at this stage, it would be better to throw out the Bill altogether. The more they meddled with it, the less workable it seemed to become.

MR. BROWN thought that a proviso added at the end of the 7th clause would meet the case, for he presumed this form of agreement only applied to the original contract, entered into at the port of shipment, and not to any subsequent contract made in this Colony, after the expiration of the original agreement.

THE ATTORNEY GENERAL (Hon. A. C. Onslow): Oh, no; it applies to both.

MR. BROWN: Then it appears to me absolutely necessary to have another schedule to meet the other form of contract. Among other conditions it is provided that these men shall be provided with proper lodging accommodation. They may be employed at such labor, and in such localities, as to render it impossible to provide them with lodging, and, like their employers, they would have to

rough it, in the bush. Yet if "proper lodging accommodation" is not provided for them, there would be a breach of agreement, and the employer would be subject to a penalty.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) thought the hon. member for the Murray and Williams had certainly pointed out a weak part in the Bill, which however could be easily improved upon, and remedied by adding the following words to the schedule: "The words 'in brackets to be omitted in the case of every contract subsequent to the first contract made by any laborer.'"

This was agreed to.

MR. BROWN moved that the words "and with suitable clothing and proper lodging accommodation" be struck out of the schedule.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) hoped the hon. member would not press his motion. He did not think it was asking too much that these people should be provided with suitable clothing and lodging accommodation. Of course if they were employed in out of the way localities, where there were no houses nor huts available, it would be impossible to comply with the condition as to lodging accommodation, and the law was not so unreasonable as to expect impossibilities.

The motion to strike out the words was agreed to.

MR. MARMION thought the condition as to paying these men wages in "the coin of the realm" might lead to great inconvenience, and in some instances would be impracticable. Moreover, the men might take out part of their wages in clothing or extra rations.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said all that could be expected was that they should be paid what was due to them.

MR. STEERE thought it would be impossible, almost, in every instance for employers, in remote parts of the Colony, to pay their laborers in coin of the realm. Most people paid by a cheque or an order.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said payment by cheque would be within the meaning of the agreement.

MR. GRANT thought a great injustice might often be committed as regards

these men, by unprincipled employers, if payment by cheque were recognised as valid within the meaning of the agreement. It might be a valueless cheque.

MR. STEERE moved that the words "coin of the realm" be struck out, and the word "money" inserted in lieu thereof.

This was agreed to, and the schedule, as amended, adopted.

Bill reported.

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

LEGISLATIVE COUNCIL,

Friday, 25th August, 1882.

Trespass, Fencing, and Impounding Bill: first reading
—Legislative Council Act Amendment Bill: first
reading—Dog Bill: in committee—Adjournment.

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

PRAYERS.

TRESPASS, FENCING, AND IMPOUNDING BILL.

THE ATTORNEY GENERAL (Hon. A. C. Onslow), in accordance with notice, moved the first reading of a Bill to consolidate and amend the laws relating to Trespasses by Live Stock and the Poundage thereof, and to consolidate the laws relating to the construction of Fences.

Motion agreed to.

Bill read a first time.

LEGISLATIVE COUNCIL ACT AMENDMENT BILL.

THE COLONIAL SECRETARY (Lord Gifford) moved the first reading of a Bill to increase the number of Members to serve in the Legislative Council.

Motion agreed to.

Bill read a first time.

DOG BILL.

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

Clause 1.—Act to come into operation on 1st January, 1883:

Agreed to.

Clause 2.—Repealing existing Acts:

Agreed to.

Clause 3.—Interpretation of the word "owner" of dog:

MR. MARMION moved an amendment, To insert the words "not being an aboriginal native of the Colony," after the word "person," in the first line. He did so because he did not think it was desirable that the Bill should apply to dogs owned by natives.

MR. BROWN thought it would be no true kindness, either as regards the dogs or the natives themselves, to allow them to keep an unlimited number of half-starved mongrels about them. There was literally nothing for these dogs to kill in a great many districts. On sentimental grounds there might be something said in favor of the amendment, for undoubtedly the natives were, in some unaccountable manner, extremely attached to their canine followers; but that was no reason why they should be allowed to become a nuisance. The Government, years ago, recognised the keeping of hordes of starving curs by natives as a nuisance to the settlers, and legislated against it; but they had winked at it ever since, and the result was there were more of these worthless animals about than ever. He had seen as many as forty or fifty of them on some camps. There was no doubt these dogs were the source of great loss to the sheep farmer, and a greater nuisance to the settlers than the native dog itself. The intention of the Legislature, in days gone by, when it framed a law imposing a tax upon dogs was to preclude the natives from keeping a lot of useless curs roaming about the country; but the law had been allowed to remain a dead letter, as regards the natives, though the settlers were compelled to pay a tax for their dogs, while the blacks were still allowed to go scot free. He did not think the natives had any strong claim upon us, or were entitled to be overleniently dealt with, as regards these pests. Perhaps a dog