

MR. JAMES would prefer to see the publication in the *Gazette* dispensed with, rather than the publication in the newspapers. But he thought it would be sufficient to advertise these lists once a year, instead of every half-year.

THE ATTORNEY GENERAL (Hon. S. Burt) moved that the word "shall" be struck out of the first line, and that the word "may" be substituted, and that the words "in the *Government Gazette*" be omitted. The clause would then leave it optional with the council to publish the list of defaulters in some newspaper, and not necessarily in the *Gazette*.

Amendment put and passed.

MR. JAMES pointed out that the latter portion of the clause made the expense of advertising these lists, and of all proceedings connected therewith, a first charge upon the property; whereas Clause 165 already provided that the rates and expenses of recovering them were to constitute the first charge.

THE ATTORNEY GENERAL (Hon. S. Burt) said the words to that effect in this clause were not necessary, and he moved that all the words after the word "lands," in the seventh line, be struck out.

Question put and passed.

Clause, as amended, agreed to.

Clause 175—Lands may be sold for arrears of rate, after due notice:

THE ATTORNEY GENERAL (Hon. S. Burt) moved that the following words be added at the end of the clause:—"Any notice, advertisement, or petition, under this section, or any order of a judge directing any sale as aforesaid, may include all lands in respect whereof any rate is unpaid, and in such case the costs and expenses aforesaid shall be paid out of the proceeds of such property, in such proportion as the Registrar shall determine and direct."

Amendment put and passed.

Clause, as amended, agreed to.

Clauses 176 to 180:

Put and passed.

Progress reported, and leave given to sit again.

ADJOURNMENT.

The House adjourned at 45 minutes past five o'clock, p.m.

Legislative Council,

Wednesday, 5th September, 1894.

Abrolhos Islands: terms of agreement with lessees of—
Railway Trucks: inadequacy of supply of—Mullewa
Railway: working of—Excess Bill: first reading—
Patents, Designs, and Trade Marks Act Amend-
ment Bill: first reading—Stirling Street (Fremantle)
Closing Bill: first reading—Employers' Liability
Bill: second reading—Adjournment.

THE PRESIDENT (Hon. Sir G. Shenton) took the chair at 4:30 o'clock p.m.

PRAYERS.

ABROLHOS ISLANDS — TERMS OF AGREEMENT WITH LESSEES OF.

THE HON. H. MCKERNAN asked the Colonial Secretary:—1. What were the terms of the agreement with the lessees of the Abrolhos Islands? 2. If it was true that the lessees exported a large quantity of guano per annum; and, if so, what revenue the colony derived from such exportation? 3. If it was true that about 40 white men were at one time engaged upon these works, and that now the trade is carried on by Coolie labour? 4. If the lessees had the absolute right of the fishing about these islands?

THE COLONIAL SECRETARY (Hon. S. H. Parker): In answer to the hon. member I may say:—

1. Messrs. Broadhurst, McNeil, & Co. have the exclusive right to remove guano from the Abrolhos Islands, on payment of a royalty of 10s. per ton on the registered tonnage of the vessels exporting guano from the colony, guano shipped for use in the colony being free of royalty.

2. The average quantity of guano shipped during the last five years is: for

use in the colony, 133 tons; for export, 3,455 tons. (See Schedule attached.)

3. The lessees are not obliged to furnish any return of the labour employed, but they inform me that at the present time they are employing seven white men and thirty-five Malays.

4. The lessees have no absolute right to the fishing about the islands.

Return of Guano shipped by F. C. Broadhurst.

Date.	Tons for use in Colony.	Exported.	Royalty received.	Remarks.
1889—1st July to 30th June, 1890...	92	3199	£ s. d. 1599 10 0	Less 764 tons allowed on registered tonnage "Argo."
1890—1st July to 30th June, 1891...	297	5759	2879 10 0	
1891—1st July to 30th June, 1892...	—	9451	1687 5 0	
1892—1st July to 30th June, 1893...	56	2349	1174 10 0	
1893—1st July to 30th June, 1894...	218	2518	1259 0 0	
	663	17276	8599 15 0	
Average shipped per year ...	133	3455		

I might further inform the hon. member that I have spoken to Mr. Broadhurst, who managed this business, and have learnt that the export trade in this manure is largely carried on with Antwerp and Rotterdam, where it is highly valued, but it requires to undergo some kind of treatment before it is used. Recently, Mr. Broadhurst says, the export has fallen off considerably, and he has large quantities of it at several ports awaiting sale, so that the industry is not as profitable as it has been. The reason why he employs Malays is that he had considerable trouble with white men when he used to employ them. The islands are isolated, and there is no recreation or amusement, besides which the occupation of scraping up guano is not a very pleasant one—certainly it is more suitable for coloured labour than white.

RAILWAY TRUCKS—INADEQUACY OF.

THE HON. F. T. CROWDER asked the Colonial Secretary:

1. If the Government were aware that many industries dependent upon the Government railways for haulage were being ruined, and the public generally seriously inconvenienced, through the Railway Department being unable to

supply their demands for trucks to carry on their business?

2. What steps the Government had taken to supply haulage power and sufficient trucks to meet the present requirements?

3. If the Government had any railway trucks ordered that will arrive here within a month, or the makings of any such trucks that can be put together here within that period? If not, did they not consider it necessary, in the interests of the colony, and to save the public further loss, that they should immediately take steps to import from either South Australia or Victoria sufficient trucks to meet the present pressing demands?

THE COLONIAL SECRETARY (Hon. S. H. Parker) replied:

1. The Government are not aware of any industries having been ruined through the inability of the Railway Department to supply trucks. Complaints have been made of the want of trucks at times when there were an unusual number of steamers unloading at Fremantle, but every effort is made to meet the requirements of the public.

2 & 3. Four engines have lately been obtained, and indents have been sent to England for a further quantity of rolling stock, to be shipped as early as the manufacturers can supply it. It is not at present intended to import trucks from any of the other colonies.

MULLEWA RAILWAY—WORKING OF.

Adjourned debate on the motion of the Hon. H. MCKERNAN—That in the opinion of this House it is desirable, in the interests of the colony, but more particularly in the interests of those people who are connected through trade, commerce, or mining with the Murchison goldfield, that the Government do take over and work that portion of the Mullewa railway line which is completed.

THE HON. E. G. HENTY: In making the motion for the adjournment of the debate on this subject, I have done so in the interests of my constituents. I had wished for the senior member of the constituency to be present, and I had not sufficient information then to continue the debate myself. I believe the Hon. Mr. McKernan was in the same position; in fact he has told me so. When the Hon. Mr. McKernan took steps in the

matter I informed him that I would be prepared to support him, and I am prepared to do so now. Although the question may seem of small importance to most members, it is a very important one to the district I represent. The working of the railway by the contractor has caused a great deal of trouble, but the hon. the Colonial Secretary informed us that it would be unwise to take any steps in the matter now. At the same time I wish to enter my protest against the absurd manner in which these railway contracts are let. We cannot blame the contractors, but the Government should see that the public are better protected. This is not the only contract about which there are complaints. The country lost upon the Southern Cross railway hundreds of pounds.

HON. MEMBERS: Thousands.

THE HON. E. G. HENTY: Thousands of pounds, which went into the pockets of the contractor. I will give you an instance of the way the Mullewa line is worked. You leave Geraldton at 6:30 in the evening and get to the Junction at 9 o'clock, then you wait two hours and a-half for the contractor's train, which runs thence to within two miles and a-half of Mullewa, and then you have to pay five shillings to get into Mullewa, or walk if you have not made special arrangements. The Railway Department should provide against this sort of thing in the future. It is too late to do anything in this instance, and, therefore, perhaps the matter had better drop.

THE COLONIAL SECRETARY (Hon. S. H. Parker): It will be observed that the motion states that in the opinion of the House the Government should take over that portion of the Mullewa line which is now completed. The answer to this is, that no portion of it is complete. The Railway Department informs me that in the opinion of the officials concerned in looking after the railway, no portion of the work could be taken over, as no portion of it is complete in the terms of the contract; consequently, if the motion is carried, the Government cannot do anything. The contract is let as a whole, and there is no provision by which the Government can take it over in sections, and if they were to step in now and take over any portion of the line many complications might

possibly result, and the colony might have to pay considerably more for the work than it would have to pay were it completed under the contract. It is always dangerous to interfere with large contracts, and it seems to me that it is an easy matter for a contractor to find means of extracting further sums from the Government, either for extras or for breaches of the contract, which would never be thought of were the contract between private individuals. The Government have to be most careful not to commit a breach of contract so as to be called upon to pay compensation, for it is well known, whether it goes to arbitration or before a jury, the Government are bound to come to grief, for in any case, as far as my experience goes, heavy, if not excessive, damages are given against the Government. It will, therefore, be most unwise to take over any portion of this railway until the whole is complete. I understand that the contractor expects to be able to hand over the line on the first October, and in the meantime he is carrying passengers and goods as far as he is able to without incommoding his own work. In answer to another question which has been asked, I have to say that the time stated in the contract for completion is 19th July last, but I understand from the Commissioner of Railways that the contractor is entitled to a certain extension for extras ordered by the Department.

THE HON. E. H. WITTENOOM: Now we are getting the information we want.

THE COLONIAL SECRETARY (Hon. S. H. Parker): No extension of time has been granted, but the contractor is entitled to it, and will, no doubt, be allowed a reasonable time by the Engineer-in-Chief for the extra work done. It is said that the Government are losing a large sum of money, but it must be borne in mind that the Government have not to pay the maintenance or working expenses, and in all probability the receipts and expenditure would be found to about balance each other if the Government were working the line. Under all the circumstances, I will suggest the withdrawal of the motion.

THE HON. H. McKERNAN: I would not waste the time of the House by dealing with the question further if the House had been treated as it should have

been by the hon. the Colonial Secretary. We have now a statement which leaves us in a doubtful position as to whether we can put reliance on it, or upon a previous statement. When the first question was asked on this subject, the hon. the Colonial Secretary told the House that 54 miles 30 chains of the line were complete, and now we are told that no part is complete, and yet the contractor is allowed to run traffic over the line.

THE COLONIAL SECRETARY (Hon. S. H. Parker): If the hon. member turns to my answer he will see that I never said anything of the kind. What I did say was that the permanent way was laid for 54 miles 30 chains; but that is very different from saying that the line is completed.

THE HON. H. MCKERNAN: I am not going to dwell on the point further. I would like to know how the Hon. Mr. Henty said that I had told him that I had not sufficient information upon which to debate the matter. I am not aware of having said anything of the kind.

THE HON. E. G. HENTY: You did.

THE HON. H. MCKERNAN: As the hon. member is of the same opinion as myself, I will drop the matter, and as the hon. the Colonial Secretary has said that the line will be taken over next month, I will withdraw the motion, although I hope, when questions are asked in future, there will be no inconsistencies in the replies, such as there have been in this case.

THE COLONIAL SECRETARY (Hon. S. H. Parker): There have been no inconsistencies. I defy the hon. gentleman to show them.

THE HON. H. MCKERNAN: I hope the hon. the Colonial Secretary will use his influence with the Works Department to have works carried out to time. I have information that this railway will not be complete for six months. However, I will withdraw the motion.

Motion, by leave, withdrawn.

EXCESS BILL, 1893.

This Bill was received from the Legislative Assembly, and was read a first time.

PATENTS, DESIGNS, AND TRADE MARKS ACT AMENDMENT BILL.

This Bill was received from the Legislative Assembly, and was read a first time.

STIRLING STREET (FREMANTLE) CLOSING BILL.

This Bill was received from the Legislative Assembly, and was read a first time.

EMPLOYERS' LIABILITY BILL.

SECOND READING.

THE COLONIAL SECRETARY (Hon. S. H. Parker): This Bill, Mr. President, is one of the attempts which is being made by the present Government to bring up our legislation to date. The law, as we now propose it, has been in existence in Great Britain for many years past, as well as in the neighbouring colonies. Some of the other colonies have gone further than we propose to, but I think, when I have explained this measure, hon. members will admit that we have hit the happy medium, and that while the Bill does justice to the workman, no employer can offer any legitimate objection to it. It is provided that after the commencement of the Act, where personal injury is caused to any workman, or in case the injury results in death, the legal personal representatives of the workman shall have the same right of compensation and remedies against the employer as if the workman had not been a workman of, nor in the service of the employer, nor engaged in his work, subject to certain conditions. The law at present is that a workman employed on certain works is not in the same position as a person not so employed, nor has he the same legal remedies, and the main object of this Bill is to place him in that position. The third clause sets out the causes of injury for which a workman may recover compensation. Firstly, he may recover by reason of any defect in the condition of the ways, works, machinery, or plant connected with or used in the business of the employer; but that is subject to an exception mentioned in clause 4, which is that a workman shall not be entitled to recover compensation unless the defect arose from or had not been discovered or remedied owing to the negligence of the employer, or of some person in the service of the employer entrusted by him with the duty of seeing that the ways, works, machinery, or plant were in proper condition. I think, therefore, that that clause is sufficiently hedged

about, so that it gives justice to the workman, and is such that no reasonable employer can complain of. It is obvious that if an employer is so negligent—knowingly negligent—that he allows his works, ways, and machinery to become so faulty that an injury is caused to the workman, he should be liable to damages. The second cause that will entitle a workman to claim damages is by reason of the negligence of any person in the service of the employer who has any superintendence entrusted to him whilst in the exercise of such superintendence. This means that it is not only the master's duty to be guilty of no negligence himself, but that he must appoint competent persons to supervise or superintend the works. The workman cannot control the employer. It is the employer who has the sole right of selecting, and he, therefore, should be liable if he selects incompetent persons. Then, again, the workman can recover if by reason of the negligence of any person in the service of the employer to whose orders or directions the workman at the time of the injury was bound to conform, and did conform, and where such injury resulted from his having so conformed, an accident has occurred. Then, again, he can recover if by reason of the act or omission of any person in the service of the employer, done or made in obedience to the rules or by-laws of the employer, or in obedience to particular instructions given by any person delegated with the authority of the employer, an accident occurs. That sub-section, however, is again subject to an exception in clause 4, under which the injury must have resulted from some impropriety or defect in the rules, by-laws, or instructions, and there is a provision by which a rule or by-law approved by the Governor in Council shall not be deemed to be an improper or defective one. The amount of compensation recoverable is limited to the estimated earnings of a workman of similar grade during a period of three years, and it is further provided that the court, in estimating the damages, shall take into consideration any payment made by way of payment or contribution from any insurance or compensation fund. It will be further observed that by clause 11 a workman shall not be able to claim double compensation. If he is entitled

to claim under any other Act, the amount he receives shall be taken into consideration in any action he may bring under this Act. There are other provisions, which I will explain in committee if necessary. There is, however, one important provision, which I believe is the law in the neighbouring colonies, although it is not the law in England. It is in effect that no workman shall be in a position to contract himself out of the Bill; that is, that no employer who may come across a distressed workman, who is anxious to get work at any cost, will be able to in any way exclude that workman from any benefits he may have under this Act. Of course, if we are to allow workmen and employers to contract themselves out of the Act, we might almost as well dispense with the measure at once. I commend this Bill to the favourable consideration of hon. members, and I think we are but doing tardy justice to the working man in bringing the matter before Parliament. I move that the Bill be read a second time.

Question—put and passed.

ADJOURNMENT.

The House, at 5:20 o'clock p.m., adjourned until Thursday, 6th September, at 4:30 o'clock p.m.

Legislative Assembly,

Wednesday, 5th September, 1894.

Alleged imperfect construction of Dredge—Reported coal discovery at Jandakot—Patents Bill: third reading—Closure of Stirling Street (Fremantle) Bill: third reading—Municipal Institutions Bill: further considered in committee—Agricultural Bank Bill: second reading—Marriage Bill: in committee—Adjournment.

THE SPEAKER took the chair at 4:30 p.m.

PRAYERS.