

which make up the remaining £140,000 of the loan—in asking them to, at any rate, follow us in these comparatively small matters, after agreeing with us in the much larger matter of £1,360,000. The Government have often been called Conservative, but I ask, who are the real Conservatives in this House—those who sit on this side or those who sit on the other? I say we are the Liberals in policy, the Liberals in public works. Are the gentlemen opposite, who are opposing us, real Liberals? No; the Government and their supporters in this House are the Liberal Party. We have always been in advance.

THE COMMISSIONER OF CROWN LANDS (Hon. W. E. Marmion): Hear, hear. Deny it who can.

THE PREMIER (Hon. Sir J. Forrest): Our object has not been to develop one part of the country or another part of the country. As I told the people at Southern Cross, a few days ago, our object is not to develop the goldfields only, but we want to do justice to the country from North to South, and from East to West. I believe we can carry this Loan Bill; but, as I said to a friend of mine to-day who has been a loyal supporter, I am unwilling to force an item through this House when some hon. members who have stood by us through thick and thin, almost, would be opposed to us on a particular item. I want to be in accord with those hon. members, and do not wish to force an item through this House adversely to their wishes. In conclusion, I desire to thank hon. members for the criticism they have extended to the Bill. That criticism has been generally favourable—very generally favourable—nearly unanimous in regard to items amounting to £1,360,000, and only doubtful in regard to items amounting to £140,000. I again appeal to hon. members who have supported and assisted the Government during the last few years, to try and stand by us, and try to coincide with the Government in regard to these one or two items which have been questioned. They may depend upon this, if I am able to judge correctly, that they will never regret it in the future, because I cannot suppose that a railway constructed through a country that is capable of great development, which consists of good land, and which has a salubrious climate

and a bountiful rainfall, will ever be a burden on the population of this colony. We can afford to do the work, and are in a position to undertake it even at once, though I do not intend that this work shall interfere with the progress of other works which are even more pressing; but still we have the means, and there is no reason I know of why this work should not be undertaken. The work is urgent and necessary, and we can afford it; and, in doing this work, we shall be carrying out the great principle we are trying to carry out, that is to do everything in our power for developing the mineral resources of the country, and at the same time that this shall go hand-in-hand with that part of our policy which is to develop the agricultural resources of the country.

Question—That the Bill be now read a second time—put and passed.

Ordered—That the Bill be considered in committee on Monday, 10th September, 1894.

ADJOURNMENT.

The House adjourned at 11.5 o'clock, p.m.

Legislative Assembly.

Tuesday, 4th September, 1894.

Constitution Act Further Amendment Bill: first reading—Closure of Stirling Street Bill: second reading; in committee—Municipal Institutions Bill: further considered in committee—Adjournment.

THE SPEAKER took the chair at 2.30 p.m.

PRAYERS.

CONSTITUTION ACT FURTHER AMENDMENT BILL.

Introduced by Sir JOHN FORREST, and read a first time.

CLOSURE OF STIRLING STREET
(FREMANTLE) BILL.

SECOND READING.

THE PREMIER (Hon. Sir J. Forrest): This is a Bill to legalise the closing of a portion of Stirling street, Fremantle. The portion of the street which it is proposed to close is that which crosses the public park. It is not used, nor has it been in use for a long time. I think it crosses the park somewhere near the centre of the ground, where it is used for cricket and other purposes of recreation. The municipality of Fremantle have moved the Government to introduce the Bill, with the view of closing the right-of-way across their park, in the position which this portion of Stirling street occupies.

Motion put and passed.

Bill read a second time.

IN COMMITTEE:

The Bill passed through committee *sub silentio*.

MUNICIPAL INSTITUTIONS BILL.

IN COMMITTEE:

The consideration of this Bill in committee was resumed.

Clauses 150 and 151:

Put and passed.

Clause 152—"In the valuation of land the following rules shall be observed:—

"(1.) The annual value of any rateable land shall be deemed to be a sum equal to the full, fair average estimated *net* amount of rent at which such land might reasonably be expected to let from year to year, on the assumption (if necessary to be made in any case) that such letting is allowed by law, less a deduction of ten pounds per centum for repairs, insurance, rates, taxes, and other outgoings."

"(2.) The capital value of any rateable land shall be estimated at the fair average value of land, exclusive of improvements, in fee simple in the same neighbourhood."

"(3.) The annual value of rateable land, which is occupied, shall in no case be deemed to be less than five pounds per centum

"upon the fair capital value of the fee simple thereof."

"(4.) The annual value of rateable land, which is unoccupied for a period of six months previous to the time of making such valuation as aforesaid, shall be taken to be ten pounds per centum upon the capital value. Provided that no land shall be considered to be unoccupied if the same be conterminous and let or occupied with any lands that are occupied and rated."

"(5.) No separate portion of rateable land shall be valued at a capital value of less than thirty pounds or at an annual value of less than two pounds ten shillings."

Question put and passed.

THE ATTORNEY GENERAL (Hon. S. Burt) moved to strike out the word "net," in the first sub-section. This section specified in what respect deductions might be made from the rent in estimating the annual value of rateable property; therefore it would not be quite correct to say that the value should be estimated on the "net" amount of the rent. If they allowed that word to remain they would not require the words at the end of the sub-section dealing with the deduction to be made, as the net amount was involved in that deduction.

Question put and passed.

MR. JAMES said that, at the request of the Conference, he desired to move an amendment in the same sub-section—to strike out the word "of," in the sixth line, and insert the words "for rates and taxes and" in lieu thereof. The clause would then read, "less a deduction for rates and taxes, and ten pounds per centum for repairs, insurance, and other outgoings." The object of the amendment was to make it clear that rates and taxes were to be deducted, in addition to the 10 per cent. for repairs and insurance.

THE ATTORNEY GENERAL (Hon. S. Burt) pointed out that the amendment did not state the amount of the deduction to be allowed in respect of rates and taxes. The deduction for repairs and insurance was fixed at 10 per cent., but the amount of the deduction for rates and taxes was not fixed. It might be 20 per cent., or it might be anything.

Amendment, by leave, withdrawn.

MR. JAMES then moved, in the same sub-section, that the words "the amount of all rates and taxes and" be inserted after the word "less," in the sixth line, and that the words "rates, taxes," in the seventh line, be struck out. This would carry out the object in view better than the amendment he had withdrawn.

Amendment put and passed.

SIR J. G. LEE STEERE said he had several amendments to move in the same clause. In the first place, he proposed to strike out sub-section (2), and to insert the following in lieu thereof: "The capital value of rateable land shall be taken to be the probable and reasonable price at which such land, exclusive of improvements, might be expected to sell at the time when valued for the purposes of this Act." He might say that he had had considerable experience, acting in the capacity of an arbitrator, as to the value—the exorbitant value, he might say—put upon lands in townsites by valuers in arbitration cases. The basis upon which they valued the land was not its present value, but its prospective value. Their argument generally was: "Look at what that land will be worth a few years hence, if the colony goes ahead." It appeared to him that sub-section (2), as it stood in the Bill, would admit of that same system of valuation being adopted for rating purposes; but the amendment which he moved would compel valuers to value the land at its present value, for purposes of rating, which he thought was the proper basis, and not give the land a prospective value. After drawing out this amendment, he looked into the Municipal Acts of the other colonies, and he found that the Queensland Act contained almost the same words.

THE ATTORNEY GENERAL (Hon. S. Burt) did not know that he had any objection to the amendment; it seemed to make the matter a little clearer, though, for his own part, he could not see how on earth a valuator could give land a prospective value. Surely, if he were called to value a piece of land he would value it at its present capital value, and not at what it might be worth a hundred years hence. A valuator who valued land on that principle must be either dishonest or a fool, or, perhaps, both.

MR. JAMES thought the sub-section better as it stood. After all, these

matters depended on the valuers appointed, and he failed to see that the amendment was likely to serve any valuable purpose; because, if the valuers wanted to put on an exorbitant valuation this would not stop them from doing so. The amendment said the land must be valued at what it was likely to fetch if sold; but the valuers might say of some lands that they could not be sold at all, at any reasonable price. He thought it would lead to complications.

MR. R. F. SHOLL said it was very difficult to fix any hard-and-fast line. In a time of depression, properties, if sold, would not realise anything like what they would realise during a land boom. He thought if this amendment were carried it would at any rate make it clear that, for purposes of rating, the valuation must be based upon the value of the land at the time the valuation was made.

THE ATTORNEY GENERAL (Hon. S. Burt) moved, as an amendment upon the amendment, that the words "in fee simple" be inserted between the word "land" and the word "exclusive." This would make the meaning still clearer.

Amendment upon amendment agreed to.

Amendment, as amended, put and passed.

MR. RANDELL said that sub-clause (3) provided that the annual value of occupied land was in no case to be deemed less than 5 per cent. upon the fair capital value of the fee simple. He thought 5 per cent. was too high a minimum, and would press very heavily upon a large number of citizens. He thought $2\frac{1}{2}$ per cent. would be high enough. He therefore moved that the words "five pounds" be struck out, and that the words "two pounds ten shillings" be inserted in lieu thereof.

MR. JAMES said he preferred the sub-section as drawn in the Bill. A person might put up a small building upon a valuable block of land, so as to have it rated as land that was occupied, and this $2\frac{1}{2}$ per cent. upon this "tuppenny halfpenny" building wouldn't be more than a fleabite. In the case of those who had improved their properties up to the standard of the improvements on surrounding lands, the new sub-section of which the Speaker had given notice would prevent any hardship.

SIR J. G. LEE STEERE said he might point out what the effect of this 5 per cent. upon the capital value of land would be in Perth. It would about double the present rates. Take, for instance, those two well-known corner properties in St. George's terrace, the Exchange Club (formerly the old Weld Club), and the Freemasons' Hotel at the other corner. The rental value of the former property, as it now stood in the municipal rate-book, was £734, which, with the present rates amounting to 3s. 8d. in the £, yielded £119 5s. But if this property were rated according to this clause, at 5 per cent. upon the fair capital value of the property, it would be rated at £245 a year, instead of £119 5s., or more than double the present rates. Then take the Freemasons' Hotel property which was now rated, according to the rental value, at £225—though the rent actually paid was £210. The rates at present, based upon the £225 rental value, amounted to £36 11s., whereas if the rates were 5 per cent. upon the fair capital value, which he put down at £9,000, that property would be rated at £450, which would yield £73 12s., or more than double the rates now levied. He thought he might go through every allotment almost in St. George's terrace and Hay street, and the same result would follow. The rates in all cases would be about doubled if estimated upon this 5 per cent. basis, instead of upon the rental value. Therefore he thought the amendment proposed by the hon. member for Perth, to make this percentage $2\frac{1}{2}$ instead of 5 per cent., would about equalise the two systems of rating.

THE ATTORNEY GENERAL (Hon. S. Burt) said this sub-section depended entirely upon what they meant by the "fair capital value." If they considered it as they were told arbitrators sometimes considered it, no doubt this 5 per cent. on such tremendous values would be too high. On the other hand, if they reduced it below 5 per cent., and the capital value of property deteriorated below what it was at present, they might have the rates too low. He thought that, according to present values, 3 per cent. would be a fair thing; but as $2\frac{1}{2}$ per cent. had been proposed he was not inclined to quarrel with it. With regard to the properties referred to

by the Speaker, he should like to ask what made the Freemasons' hotel property worth £9,000 if it only produced a rent of £210? [AN HON. MEMBER: It was sold for £11,000.] He did not care what it was sold for. The percentage in this clause must entirely depend upon the capital value they put upon property. What he was afraid of was that present values might not always be maintained. They might be much lower a few years hence. If the capital value of this same property, now estimated at £9,000, came down to £5,000, five per cent. would not be too high a rate to fix. But, according to present values, it appeared to him that $2\frac{1}{2}$ or 3 per cent. would be about equivalent to present rental values.

SIR J. G. LEE STEERE pointed out that the clause said it shall not be deemed "less" than 5 per cent.—or as now proposed not "less" than $2\frac{1}{2}$ per cent.; it might be as much more as the valuers liked, so that in the event of the capital value of property falling, they could make this percentage as high as they thought would yield a fair revenue to the municipality.

Amendment put and passed.

SIR J. G. LEE STEERE moved that the following words be added at the end of sub-clause (3):—"But this shall not apply to any land which is fully improved—that is to say, upon which such improvements have been made as may reasonably be expected, having regard to the situation of the land and the nature of the improvements upon other lands in the same neighbourhood." This amendment would just touch those cases that had been referred to, of little bits of shanties being put up upon valuable blocks of land. It was the system that existed in England, and he believed in Europe, and he had always been of opinion it was a fair one. He might add that this amendment was not of his own creation, as it was a proviso that existed also in the Queensland Act.

MR. JAMES asked whether in Queensland the Act placed the minimum at $2\frac{1}{2}$ per cent. upon the capital value, as the committee had just agreed to do here, or was it 5 per cent.?

SIR J. G. LEE STEERE: Five per cent.; but it was 5 per cent. upon the improved value, not upon the unimproved value as we had here.

MR. JAMES said that 5 per cent. and $2\frac{1}{2}$ per cent. made all the difference. It said the principle was not to apply to land which was "fully improved." Moreover this proviso introduced an element of uncertainty. What was the meaning of land "fully improved"? Who was to decide whether it was fully improved or not? The amendment said it meant land upon which such improvements had been made as might reasonably be expected, having regard to the situation of the land and the nature of the improvements upon other lands in the same neighbourhood. What was the definition of "neighbourhood"? Was it the land at one end of the street, or in the next street? There were many parts where there had been no improvements at all made. Was this land in that neighbourhood to be considered as "fully improved," within the meaning of this proviso, having regard to the situation and condition of lands upon which there are no improvements at all? He did not think $2\frac{1}{2}$ per cent. was too much to insist upon as improvements. If a man had not spent that much on his land, he thought the land ought to be regarded as unoccupied and unimproved land, and be rated accordingly. He preferred the clause as it stood, without the addition of those words.

MR. R. F. SHOLL pointed out that there were other rates besides this annual general rate, and he did not think they ought to be too severe upon the ratepayers. He thought the amendment would have the effect of encouraging people to improve their vacant land, and, for that reason, would be a move in the right direction.

THE ATTORNEY GENERAL (Hon. S. Burt) said he could not fall in with this amendment. He thought they had gone quite as far as they ought to go in fixing the percentage at $2\frac{1}{2}$ per cent. instead of 5 per cent. Two and a-half per cent. was a very low return upon capital, but this proviso proposed to exclude property even from that $2\frac{1}{2}$ per cent. clause, provided it was improved up to the standard of property in the neighbourhood.

MR. RANDELL said he agreed with the Attorney General's view of this proviso. Having reduced the percentage upon the capital value to $2\frac{1}{2}$ per cent., he

did not think there was any necessity for this further relief. If they did not mind, they would find they were reducing municipal taxation very considerably, and, while they ought to see that the ratepayers were not overburdened with taxation—as they possibly would have been if the 5 per cent. had been retained—they must also take care that they did not deprive the municipal council of a reasonable and proper amount of revenue.

Amendment put and negatived.

THE ATTORNEY GENERAL (Hon. S. Burt) moved that in sub-section (4), dealing with unoccupied land, the words "in no case" be inserted after the word "shall." The section would then follow the wording of the previous section dealing with the rating of occupied land. It would then provide that in no case shall the annual value of unoccupied land be taken to be 10 per cent. upon the capital value.

THE PREMIER (Hon. Sir J. Forrest) thought that the reduction of 5 per cent. to $2\frac{1}{2}$ per cent. in the case of occupied land had a considerable bearing upon this sub-section dealing with unoccupied land. If they left this section as it stood, they would be encouraging people who had vacant lands, and who would come under this 10 per cent. clause, to put up small shanties on their vacant lands, so as to have them rated under the $2\frac{1}{2}$ per cent. clause as occupied land, and thereby save $7\frac{1}{2}$ per cent. Take the case of a person owning an allotment worth £1,000. By putting up a little shanty upon that allotment he would only be rated at £25 a year, whereas, but for that shanty, he would be rated at £100 a year; so that he would save a rating of £75 at very little expense. Either $2\frac{1}{2}$ per cent. was too low in the case of occupied land, or 10 per cent. was too high in the case of unoccupied land. The disproportion was not so great before they reduced the 5 per cent. to $2\frac{1}{2}$ per cent., but, having made that reduction in the case of occupied lands, he thought they ought to make a corresponding reduction here.

Amendment, by leave, withdrawn.

MR. RANDELL moved, in the same sub-clause, that the words "Ten pounds" be struck out, and that the words "Seven pounds ten shillings" be inserted in lieu thereof. This would mean that in the

case of unoccupied property the annual rateable value should be taken to be 7½ per cent. upon the capital value, instead of 10 per cent. No doubt the object of the clause was to make people improve their land; but, it was possible to carry this idea too far. If everybody who owned vacant grants in Perth were to build houses upon them, the supply would exceed the demand, and house rents would be reduced to a minimum. He saw no object in forcing people to build beyond the requirements of the place.

Amendment put and passed.

THE ATTORNEY GENERAL (Hon. S. Burt) moved, in the same sub-clause, that the word "conterminous" be struck out, and that the words "a portion of the original grant from the Crown" be inserted in lieu thereof. The proviso would then read: "Provided that no land shall be considered to be unoccupied if the same be a portion of the original grant from the Crown and let or occupied with any lands that are occupied and rated." He thought this would be an improvement upon the clause as it stood. Very often people were rated right up to their back yard, though not, perhaps, for their lawn in front, which might be an extensive piece of ground and unoccupied. The object of the amendment was to fix the rateable value upon the whole grant.

THE PREMIER (Hon. Sir J. Forrest) said he rather objected to that. Suppose a man put up a place of business on one part of his grant, and the other part was unoccupied, why should the whole grant be rated as one property? He thought it would lessen the rates, rather than increase them.

Amendment put and passed.

THE ATTORNEY GENERAL (Hon. S. Burt) moved, in the same sub-section, that the words "of the same owner" be inserted after the word "lands," in the last line.

Amendment put and passed.

Clause, as amended, agreed to.

Clause 153:

Put and passed.

Clause 154—Appointment of valuers:

MR. RANDELL thought it was worthy of consideration whether these valuers should not be elected by the ratepayers, like the auditors, instead of being appointed by the council. No doubt there was something to be said on either side,

and he was not prepared to move an amendment, as it would affect the whole structure of the Bill, if carried.

Clause put and passed.

Clauses 155 and 156:

Put and passed.

Clause 157—Valuers may make inquiries:

MR. JAMES moved that the following words be added at the end of the clause:—"and shall also have power to search in the Office of Land Titles and Registry of Deeds and to inspect all plans and memorials free of charge." The object of the amendment was to save expense.

Amendment put and passed.

Clause, as amended, agreed to.

Clause 158:

Put and passed.

Clause 159—Manner of making up the rate book:

MR. JAMES moved that the following words be added after the word "inspection," in line 13:—"In connection with the preparation of any Rate Book or Electoral List, the Clerk of the Council or his agent may search in the Office of Land Titles and Registry of Deeds, and inspect all memorials and plans free of charge."

Amendment put and passed.

Clause, as amended, agreed to.

Clause 160:

Put and passed.

Clause 161—"Whenever any general "rate has been ordered to be struck by "the council, the mayor shall on a vacant "page or pages of the rate-book, to be "left blank for such purpose, enter a "memorandum of such order and shall "sign the same, and shall then give "public notice thereof, and shall publish "a copy of the same in some newspaper "published in the colony; and thereupon, "at the expiration of fourteen days after "the publication of such notice, the "amount payable in respect of such rate "shall, subject to any by-law made by "the council relative to the times and "modes of enforcing payment of the "same, become due from and payable by, "in the first instance, the occupier at the "time of the striking of such rate of the "land rated, and in the next instance "within the year for which any rate is "struck, from and by any subsequent "occupier, or if there be no such occupier, "or if the council be unable to enforce

"payment by any such occupier as aforesaid, then from and by the owner of the same."

MR. JAMES moved that all the words after the word "payable," in the tenth line, be struck out, and that the following words be inserted in lieu thereof: "from and by the owner of the land rated." The object of the amendment was to simplify the making up of the rate-book, by having in it the names of the owners of the properties rated instead of the occupiers. The remainder of the clause, making the occupier liable for the rate, would remain. The suggestion had been made to him by the Town Clerk, who said it would save a good deal of complication, as it was almost impossible to keep the rate-book correctly by having the names of all occupiers inserted, as the occupiers were constantly changing, whereas the owners generally remained the same. The amendment would not increase the liability of owners in any way; the occupier would still be liable, as between himself and the owner.

THE ATTORNEY GENERAL (Hon. S. Burt) said no doubt it would simplify the compilation of the rate-book if the names of owners only were inserted in it. But they must have the rates leviable, in the first instance, on the tenant or occupier; and this amendment, it appeared to him, would do away with that, and the rates would become leviable upon the owner, in the first instance. The result would be that in many cases the owner would have to pay in the end. A collector would not trouble himself to press a tenant who was a bad mark, because he would know that the owner would pay at the end of the year, if the tenant had left without paying.

Amendment, by leave, withdrawn.

MR. JAMES moved that the words, "or have issued a distraint upon the goods of," be inserted after the word "by," in the last line but one, so that the clause would read: "or if the council be unable to enforce payment by, or have issued a distraint upon the goods of, any such occupier as aforesaid, then from and by the owner of the same." Unless these words were inserted, showing that a distraint had been made, the council would have to prove that it had been "unable to enforce payment." It

was hardly fair to throw upon the council the onus of proving a negative.

THE ATTORNEY GENERAL (Hon. S. Burt) thought the object in view would be met if they struck out the words "unable to enforce payment," and insert words showing that a distraint had been levied.

MR. JAMES agreed, and withdrew his amendment.

THE ATTORNEY GENERAL (Hon. S. Burt) thereupon moved that the words, "be unable to enforce payment by any such occupier," be struck out, and that the words "have levied a distraint upon the goods of the occupier" be inserted in lieu thereof.

Amendment put and passed.

Clause, as amended, agreed to.

Clause 162.—"The clerk of the municipality shall as soon as practicable, and within thirty days after the making up of any rate-book, cause notice to be served upon every owner or occupier whose name is inserted in such book, in the form and to the effect contained in the seventh schedule to this Act."

MR. JAMES said he was informed by the Town Clerk that thirty days was not long enough sometimes, in Perth, to prepare these notices after the rate-book had been made up. He moved that the word "thirty" be struck out, and "sixty" inserted in lieu thereof.

THE ATTORNEY GENERAL (Hon. S. Burt) thought that a lot of things could be done within thirty days, and, if there was much work, extra clerical assistance could be employed to get out these notices. He was inclined to think that even thirty days would be too long. In the case of weekly tenants, there might be half a dozen tenants before the rate-book was made up and the notice served.

MR. R. F. SHOLL said surely the clerk of the municipality ought to know better than the Attorney General whether the time was too short or not. No doubt the council, in their own interest, would send these notices out as soon as they could, but, if they could not serve them within thirty days, they would be of no use as the clause now stood. He thought it would better to extend the time.

Amendment put and passed.

SIR J. G. LEE STEERE moved that the following words be added at the end

of the clause:—"Such notice shall also state that the person to whom it is sent may appeal against the valuation, upon giving notice of his intention to do so to the clerk of the municipality within one month after the notice is received by him, and not less than seven days before the appeal is to be heard." He thought it was only right that the ratepayers should be protected as much as possible, and that they should know that they had the right of appeal. He did not suppose that at present one in a hundred ratepayers knew the number of days within which he must appeal against his valuation, if he intended to appeal.

THE ATTORNEY GENERAL (Hon. S. Burt) thought it would be better if this information were added to the form of the notice, rather than have it in the Act. To put it in the Act would not assist a ratepayer unless he had a copy of the Act to refer to. The form of the schedule could be altered.

Amendment, by leave, withdrawn.

Clause, as amended, agreed to.

Clause 163—Appeal against rates:

SIR J. G. LEE STEERE thought the time within which an appeal must be made (ten days after the valuation is declared) was too short. A person might be out of town, away on the goldfields, and when he came back the time for giving notice of appeal might have expired. He proposed that the word "ten" be struck out and "thirty" inserted in lieu thereof, so as to give a month within which notice of appeal might be given after the valuation was made.

MR. JAMES thought thirty days was too long altogether. This would make it two months before an appeal could come on. There wouldn't be more than one man in a thousand who would be away from home for a month, without leaving some one to represent him.

MR. LEAKE said members seemed to forget that this Bill applied to other municipalities than Perth. The argument in favour of extending the time would apply with greater force in other places than Perth, where the owners of property might reside a long distance away. Some of these people would be deprived of the right of appeal if you limited it to ten days. The hon. member for East Perth seemed to have an eye to no other municipality than his own.

THE ATTORNEY GENERAL (Hon. S. Burt) said, bearing in mind that they had already extended the time for giving notice of valuation to sixty days, if they gave another thirty days within which to give notice of appeal, that would bring them to the end of March, and the council meanwhile would not be able to demand a sixpence from the ratepayer. He thought it would seriously inconvenience the council. If a man thought of appealing it was more advantageous to himself and all concerned that he should make up his mind at once. If ten days was considered too short a time, they might, perhaps, make it a fortnight; but thirty days would be too long.

MR. R. F. SHOLL said although they had given sixty days for a municipality to serve its notices of the valuation, it did not follow that the notices would not be ready at an earlier date. It would be the council's own fault if they were not ready, and he thought the time for giving notice of appeal might be extended beyond ten days, though, perhaps, thirty would be too long.

Amendment put and negatived.

THE ATTORNEY GENERAL (Hon. S. Burt) moved that "fourteen" be substituted in lieu of "ten" days, for giving notice of appeal.

Amendment put and passed.

Clause, as amended, agreed to.

Clauses 164 and 165:

Put and passed.

Clause 166—Distress may be levied for the amount owing in respect of rates:

MR. JAMES proposed that the word "may" be struck out, and that the word "shall" be inserted in lieu thereof, so as to make it obligatory upon the council to distrain within a certain time, otherwise, if left optional, no distraint would probably ever be made, unless a ratepayer was very contumacious. Moreover, it would relieve the council from an invidious duty, if the law left them no option in this matter of distraining. Many a council would not like to do it unless they were actually compelled, and, if the power was considered necessary at all, it ought to be exercised.

THE ATTORNEY GENERAL (Hon. S. Burt) pointed out that the goods on the premises to be distrained upon might belong to the owner, and not to the occupier. The intention of the Act was

to make the council distrain upon the tenant.

MR. LEAKE hoped the committee would not agree to this clause as printed. Perhaps members had not looked into it, and seen the effect of it. It gave to the council the right to distrain upon a man's goods and chattels within fourteen days after the service of notice, which he thought was altogether too short a time within which to take this extreme course. He believed that, under the present law, the right to distrain did not accrue for twelve months, or, at any rate, until the rates were a considerable time in arrear, and every other resource had been exhausted. But, here, it was proposed to give these councils, all over the colony, the right of distraining upon a poor man's goods if he was a fortnight in arrear with his rates. Not only that; they were giving the council two concurrent remedies,—the right of action and the right of distraint. It was too strong a remedy, and one that should not be exercised without due caution; yet now it was proposed to make it compulsory. He thought it was quite sufficient to give the council the right to sue, without further harassing a man. He should like to see this right of distraint taken away altogether, both from the council and the landlord. The council would still have the right to sell the land, and surely that was quite enough, without selling the tenant's goods and chattels. He would not object to placing the council in the same position as a mortgagee, and let them receive the rents for a week or two, which would soon wipe out the arrears of rates. As to the landlord and the tenant, let them fight it out amongst themselves. They were the people to do it, and not the council.

THE ATTORNEY GENERAL (Hon. S. Burt) said this was exactly the same law as existed in the present Act. There was nothing new in the clause at all. He thought this right of distraint might have a salutary effect, in this way: many people, if they knew they had to pay, or otherwise have their goods distrained, would pay up, whereas they wouldn't otherwise.

MR. ILLINGWORTH moved that the words "the goods and chattels found" be struck out of the sixth line, so as to deprive the council of the right of dis-

training upon a man's household goods, but leaving them the right to distrain upon the land. Many properties were let to tenants with the understanding that the owner would pay the rates, and in some cases he had known, the owner had neglected to pay the rates; would it not be a great hardship upon that tenant to have his goods and chattels distrained, through the fault of his landlord? The rates in arrear might only be a small amount, but the costs would be very considerable, as they saw in a recent case, where the rate was 2s. and the expenses ran up to £3 16s. Let the council distrain upon the land, and not upon the goods of the poor tenant, who, perhaps, may have not occupied the house more than a week, though, perhaps, the rates, through the default of the owner, might be 18 months in arrear. He thought a much better system would be to offer a premium for the prompt payment of the rates, rather than give councils this arbitrary power.

MR. A. FORREST said, although this power existed under the present Act, it had never been put in force during the time he had been Mayor. At the same time it was necessary that the council should have some power to recover the rates from those who refused to pay. It was very hard to get the rates in, in Perth, even from the better class of people, who were always ready to put off the collector with some excuse. Some people would neither pay rent nor rates, unless they were compelled, and some such power as this was absolutely necessary, though it was not likely to be exercised often. In fact, the officers of the City Council had instructions in no case to issue a distress warrant unless a man refused point blank to pay his rates.

MR. LEAKE said it would be most fortunate if every municipality were represented by so kind-hearted a mayor as Perth was at the present time, and if such were the case, there would be no necessity, perhaps, for objecting to this drastic remedy being entrusted to these bodies. But he intended to support the amendment. It was a cruel injustice to put a man who, perhaps, was only paying 5s. a week rent, in a position that you could compel him either to pay another man's debt or to have his goods and chattels distrained. There was less necessity for

this power, as regards the tenant, when the council still had the right to make the owner responsible, and had their remedy against the land.

MR. ILLINGWORTH pointed out that the mayor (the hon. member for West Kimberley) had demolished his own argument when he stated that, although this power of distraint now existed, it was never exercised, and that in fact the officers of the council had been instructed never to put this provision in force.

MR. RANDELL said he believed the same power of distraining upon the goods and chattels found on the premises existed in every other colony, and also in England. After all, a tenant could secure himself with the landlord, by declining to make himself responsible for arrears incurred before he (the tenant) entered into occupation.

MR. R. F. SHOLL said it would save the council a great deal of trouble if the landlord were made liable for the rates in all cases, and let the landlord deal with the tenants.

MR. A. FORREST: There would be hardly any ratepayers or voters then.

THE ATTORNEY GENERAL (Hon. S. Burt) pointed out that by Clause 161 they had made the tenant responsible for the rates in the first instance, and, that being the case, it was necessary to have some machinery to secure the payment of these rates from the tenant. If they made the tenant responsible—and they had already done so—what was the use of talking about the council having a remedy against the owner by selling his land? The same law had been in existence for years.

MR. LEAKE said the clause now before the committee, as he had already pointed out, gave the council a concurrent remedy—an action at law and the right to distraint. He submitted that an action at law was ample remedy. The argument of the Attorney General seemed to be that because they had a bad law in existence for years it ought to be preserved for ever.

MR. JAMES said that municipal bodies were always allowed these prerogative rights, in the same way as the Crown. Personally, he was not in favour of this power of distraining, but if they resorted to actions at law against many defaulting ratepayers the result might be that there

would be about £5 costs incurred to recover 10s. What was the use of wasting the ratepayers' money in law processes, and then have to resort to this remedy of distraint before they could recover the amount of the judgment?

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

The committee divided, with the following result:—

Ayes ...	11
Noes ...	4

Majority for ... 7

AYES.	NOES.
Mr. Burt	Mr. Leake
Sir John Forrest	Mr. R. F. Sholl
Mr. A. Forrest	Mr. H. W. Sholl
Mr. Hensell	Mr. Illingworth (Teller).
Mr. James	
Mr. Moran	
Mr. Phillips	
Mr. Randell	
Sir J. G. Lee Steere	
Mr. Wood	
Mr. Marmion (Teller).	

Question thus passed, and amendment negatived.

Clause agreed to.

Clause 167—Execution of warrant of distress:

MR. LEAKE called attention to the fact that subsection (4) of this clause provided that "every police constable shall, upon being so required by any bailiff or his assistant, aid in making a distress or sale pursuant to such warrant." That placed in the hands of the mayor and corporation the service of every policeman in town, and he did not think that should be allowed. Why should the police be called upon to assist these corporations to this extent? The police had other duties to perform, and unpleasant ones, too; and why should they be called upon to do the dirty work of every municipality? There was no more derogatory position than that of bailiff, and why should they offer this affront to the police force? He moved that this sub-clause be struck out.

THE ATTORNEY GENERAL (Hon. S. Burt) said he should vote against striking out the clause. They did not ask the police to do any dirty work that was not already part of their duty. They would only be called in, in the event of resistance being offered. Their services could be requisitioned in such cases without this clause. It was only when a man resisted the officer who was executing a

warrant of distress, that a police constable would be asked to interfere. It was not likely that a bailiff was going to hunt up all the policemen in town to go with him to execute a warrant.

MR. R. F. SHOLL said this section said nothing about resistance. It empowered any bailiff or his assistant to call in the services of the police whenever he thought proper. If it was only in case of resistance, it would be a different thing.

MR. ILLINGWORTH supported the amendment to strike out the sub-section. There were cases in which a distress might be levied upon persons who knew nothing about the arrears of rates, due, perhaps, from a former tenant, and these people would naturally object to the presence of a bailiff in their house. Then in would walk a policeman; and the man, being naturally angry, would probably resist, with the result that he would be walked off to the police station and placed in a cell, simply because there had been a dispute about a rate. This was a case in which the police should not interfere at all. It was not like the case of a man who had himself incurred the debt; the tenant whose goods were distrained might have been brought into that position through the *laches* of others. Everybody was not as cool and collected as the learned Attorney General; some of them had tempers, and he was very much afraid that if he (Mr. Illingworth) found himself in this position, confronted by a bailiff and a meddlesome policeman, harassed for a debt which he had not incurred himself, he would be very much inclined to resist it.

MR. LEAKE pointed out that the police were not to be called in by the council, but by the bailiff or his assistant, who might be a man whom the police had run in 24 hours before, for being drunk and disorderly.

THE ATTORNEY GENERAL (Hon. S. Burt) said anyone would think this was some new provision that had never existed before, whereas there was nothing new about it. What was there to quarrel about? If a bailiff had to carry out the law he must be protected. The constable, if there at all, would be there simply to preserve the peace, and to make people who had bad tempers to preserve their tempers.

Question put—That the sub-clause be struck out; and a division called for, the numbers being—

Ayes	6
Noes	8

Majority against ... 2

AYES.	NOES.
Mr. Clarkson	Mr. Burt
Mr. Leake	Sir John Forrest
Mr. Phillips	Mr. Hassell
Mr. R. F. Sholl	Mr. James
Mr. H. W. Sholl	Mr. Marnion
Mr. Illingworth (Teller).	Mr. Morau
	Mr. Wood
	Mr. Randell (Teller).

Question thus negatived.

Clause agreed to.

Clauses 168-170:

Put and passed.

Clause 171—Notices and plans of subdivisions of property to be forwarded to clerk of the municipality:

MR. RANDELL thought it would only be necessary to forward these plans when property was subdivided for sale. If not intended to change hands, he did not see the necessity for sending plans to the town clerk. He moved the insertion of the words "for sale," after the word "same."

MR. ILLINGWORTH said there was another injustice likely to be done here, unless the amendment was adopted. A sub-division might take place and not one single allotment sold. A few months afterwards the sub-division might be materially altered, and new plans have to be prepared. He thought it would be quite sufficient time to lodge the plans with the council when some portion of the sub-divided estate was sold.

Amendment put and passed.

Clause, as amended, agreed to.

Clause 173—Penalty upon occupier refusing to give the name of the owner:

MR. JAMES moved that the words "collector of rates" be struck out, and that the word "officer" be inserted in lieu thereof, so that the clause might apply to a refusal to give the name to any authorised officer of the municipality, as well as the collector.

Amendment put and passed.

Clause, as amended, agreed to.

Clause 174—List of defaulters to be published:

MR. R. F. SHOLL asked why should the councils be put to the expense of advertising the list of defaulters in a newspaper as well as in the *Government Gazette*.

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