was no reason why they should not be relieved from the land tax. If one were right so was the other.

The Colonial Secretary: The house property would pay on the income tax.

Hon. G. RANDELL: The department preferred to take the land values and charge the land tax, which gave about double the amount the income tax produced. If house property were to be relieved why not the unimproved land which had to pay a large sum both under municipal and Government taxation? The amendment making the provision mandatory would result in the position being much more difficult. It was to be hoped the Committee would not consent to the clause, as it would certainly lead to difficulties, hardships, and possibly favouritism, and would do great injury to the municipalities of the State.

Hon. E. M. CLARKE: The more one looked at the clause the worse it became, and if it were passed, it would seriously affect the financial positions of the municipal councils. Some finality should be set to the operation of the clause. He remembered a building in Fremantle, known as "Manning's Folly" which, to the best of his belief, was never tenanted from the time of its erection until it was demolished. In that case the building would never pay rates at all. The clause was incomplete without some limit to the non-payment of rates period.

The Hon. J. W. LANGSFORD moved an amendment—

That after "general" in line 8 the words "or loan" be inserted.

Hon. R. LAURIE: Perhaps the mover of the amendment would tell the Committee how, if the amendment were carried, any municipal council would provide interest on a loan.

Hon. J. W. Langsford: By striking a higher rate.

Amendment put and negatived.

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

Ayes	10
Noes	8
Majority for ..	2

AYES.

Hon. J. D. Connolly	Hon. W. Patrick
Hon. J. M. Drew	Hon. R. W. Pennefather
Hon. J. W. Hackett	Hon. S. Stubbs
Hon. A. G. Jenkins	Hon. G. Throssell
Hon. R. Laurie	Hon. E. McLarty (*Teller*).

NOES.

Hon. T. F. O. Brimage	Hon. J. W. Langsford
Hon. E. M. Clarke	Hon. R. D. McKenzie
Hon. J. F. Cullen	Hon. G. Randell
Hon. V. Hamersley	Hon. J. W. Kirwan (*Teller*).

Question thus passed: the clause as amended agreed to.

Progress reported.

BILLS (4)—FIRST READING.

1. Land Act Special Lease.
2. Administration Act Amendment.
3. Coolgardie Recreation Reserve Revestment.
4. Permanent Reserve Rededication (No. 1).

Received from the Legislative Assembly.

House adjourned at 6.14 p.m.

Legislative Assembly,

Tuesday, 26th October, 1909.

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

QUESTION—STATE BATTERY REMOVAL, DESDEMONA.

Mr. TROY asked the Minister for Mines: 1. What was the total cost for the carriage of the Desdemona battery material from Kookynie to Desdemona? 2. What is the total expenditure in con-

nection with the erection of the battery referred to?

The MINISTER FOR MINES replied: 1, £43 8s. 9d. 2, £1,843 5s. 7d.

QUESTION—PUBLIC LIBRARY, EXPENDITURE.

Mr. McDOWALL asked the Colonial Treasurer: 1, From the vote of £3,000 for the Public Library how much is spent on the purchase of books? 2, What is the expenditure under salaries and wages. 3, What are the ages of the boys employed?

The TREASURER replied: 1. Purchase of books, £916 1s. 6d.; binding (wages) £392 14s. 4d., (material), £165 3s. 1d.; total £1,473 18s. 1d. 2, £1,354 0s. 1d. This includes cost of cleaning, etc., and any additional temporary assistance required, but does not include the wages paid on account of the bindery. 3, There are four boys under the age of 21, and their ages are 16¼, 16¼, 15¾, 14½ years.

RESIGNATION—HON F. H. PIESSE.

Mr. SPEAKER: I have to report that I have received the resignation of the Hon. F. H. Piesse, as member for Katanning.

The PREMIER (Hon. N. J. Moore): It is with a considerable amount of regret that I rise to submit the motion that the Katanning seat for the Legislative Assembly be declared vacant. The motion, as the Speaker has stated, is necessitated by the resignation of the Hon. F. H. Piesse, who has been a member of the Legislative Assembly in this State since the inauguration of Responsible Government in 1890, and who, as hon. members are aware, was regarded as the father of the House. Ill-health has overtaken him, and for the time being at all events a strenuous political career has ended. Largely owing to his foresight and energy the town and district of Katanning, which he represented, has been built up and a thriving centre added to the producing localities of the State. While ever energetic in the interests of the district he represented his patriotism had still wider range, and there was no project for the material or social advancement of Western Australia but found in him a hearty supporter and willing worker. He has, with credit to himself and advantage to the State filled some very important offices of the Crown, having been for a period of four years a member of the Forrest Ministry in the capacity of Commissioner of Railways and Director of Public Works, and the services he rendered to the State were recognised by His Majesty the King in November, 1907. I feel sure I am voicing the feelings of every hon. member when I say that his kindly presence will be sadly missed from this Chamber, and we one and all join in expressing that as a result of his temporary retirement from political turmoil and business worries he may be benefited in health, and he may later on, again take up his duties in connection with the public life of the State, of which he has ever been a patriotic son. I beg to move—

That owing to the resignation of the Hon. F. H. Piesse the seat of the member for Katanning be declared vacant.

Mr. BATH (Brown Hill): In moving the motion the Premier has made some well deserved references to the long and honourable career of the Hon. F. H. Piesse, as a public man, as a member of the Legislative Assembly, and as a Minister of the Crown. There is very little for me to add except to say that the career of Mr. Piesse in Western Australia is one which is largely synonymous with the progress of the State. Starting in the pioneer stage he has worked up into a position of prominence, in which he has not only conferred many great advantages to the district with which he has identified himself, but also served honourably in a public capacity in this Parliament and as one of His Majesty's advisors. Whatever differences of opinion one may have with another member who belongs to a different school of politics, one can always say a word of praise for a member who has put in such long service, and I certainly agree with the Premier that all members, irrespective of parties, will express the deepest regret at the illness of Mr. Piesse,

whose sudden descent from robust health into his present condition, is viewed with regret by us all. I sincerely hope Mr. Piesse will yet have many years of useful life ahead of him, and although he has thought it advisable to sever his connection with this Assembly we can join in the hope that renewed health will come to him and that he will not find it necessary altogether to relinquish that interest that he has always displayed in the welfare of Western Australia.

Question put and passed.

BILL — METROPOLITAN WATER SUPPLY, SEWERAGE, AND DRAINAGE.

In Committee.

Resumed from the 21st October; Mr. Daglish in the Chair; the Minister for Works in Charge of the Bill.

Clause 61—Record of meter to be prima facie evidence of water supplied: (An amendment had been moved by Mr. Draper to provide that in case of dispute a test should be made by the Minister, the cost of which should be borne by the party found to be in error.)

The MINISTER FOR WORKS: What the hon. member had suggested by way of amendment was provided for at the present time. Agreements were entered into between the existing waterworks board and the consumer, in which the whole of what was implied by the amendment was set forth. The by-laws which would be framed after the Bill had passed into law would be identical as far as the question of testing meters was concerned. An amendment, therefore, was not necessary.

Mr. GEORGE: There was no guarantee that the provision referred to by the Minister would continue in the by-laws. The proposal of the member for West Perth would not interfere with the Bill, and would carry out what the members had practically agreed to. It would be a direction to any future Minister that the party in error should bear the cost of testing a meter. The argument that it was not in any other Act was not a good one. We should set an example in this respect.

Amendment put and passed; clause as amended agreed to.

Clause 62—Water may be cut off from unoccupied premises:

Mr. GEORGE: This clause gave the Minister power to cut off the water supply to a house if the owner of the house happened to have left unpaid some rates due on some other property owned by him. It was not a fair provision. No doubt the owner should pay any just dues, but sometimes it was impossible for a man to pay all his rates, and it was better that the State should suffer retention of the revenue for a little time than that a man should suffer by having his water supply cut off for a time, and possibly his property ruined through it. Recently the Claremont Water Supply had made an illegal demand on certain property for rates and had this provision been in force the water could have been cut off at the owner's house though the demand was subsequently withdrawn. It showed the provision was neither just nor fair and could never be equitable. There was in the municipal measures in the old country a provision by which if a landlord could show that his house had been untenanted for a certain period of the year he was allowed a certain rebate for rates.

Mr. GILL: What was the position of the occupier? The latter portion of the clause provided that either the owner or occupier could be penalised, the words being, "It shall not relieve the owner or occupier from liability in respect thereof."

The Minister for Works: Whoever is responsible is liable.

Mr. GILL: An occupier of to-day might be proceeded against for an offence committed by the man who had occupied the house a month previously. The water on the property might be cut off, although the occupier was in no way responsible for the default.

The MINISTER FOR WORKS: The hon. member placed a very close construction on the clause, for it was not intended in any shape or form to penalise innocent men. Only a defaulter would be proceeded against. If an occupier committed a default in connection with the payment of rates or charges for excess water or sewerage, not only could

the department stop supplying him, but they could also sue him for the recovery of the money due. The clause was the law to-day and had not been found to work harshly. It might safely be left in the Bill, as the Minister must be enabled to act promptly in order to protect the funds of the State. The same reply might be made with regard to the remarks made by the member for Murray, for there was no oppression intended by the clause, the idea being merely to safeguard the interests of the State and to see that those owing money should pay it. The member for Murray referred to a mythical case of a namesake of his in order to show that a great hardship had been inflicted. It appeared that the gentleman in question had been able to get the better of the department and had forced them to carry the main further than they had intended to. That gentleman had some legal right on his side. There was a clause in the Bill that provided that property could not be rated unless it were within sixty yards of a water main. In the case in question the house did not come within that distance.

Mr. George: Yes, it did.

The MINISTER FOR WORKS: Evidently the gentleman in question appeared able to bring justification for his refusal to pay; and the department carried the main further on. Anyhow, we could not in Parliament decide a principle by an individual experience, and while it was to be regretted that there were empty houses and cottages in the metropolitan area, still the measure could not be framed on a state of affairs such as existed to-day. It would not be long before the properties were occupied. It had been suggested that there should be rebates when properties were vacant. That might apply to a municipal rate, but this was a business scheme for selling water to the public, and when the Government undertook to invest a large sum of money and the charge made was fixed upon the interest and sinking fund, it was hardly fair to ask the people deriving benefits from the scheme to refrain from paying because they happened to be suffering temporarily, owing to their houses and properties not being let. The interest and sinking fund must be found, and we must strike a rate to cover that. As to the statement made by the member for Balkatta (Mr. Gill), there was a general clause in the Bill giving the occupier absolute recourse against the owner for all moneys expended on his behalf. If there were any hardship against the occupier it could be remedied by a claim on the owner and by deducting it from the amount due for rent. With regard to the statement that an owner or occupier having land on which rates were due and not paid would be dealt with very harshly if his supply were cut off from another property where he lived, that could hardly be termed a reasonable argument. If the member for Murray, who furnished the argument, supplied a certain person with goods at two different business establishments, it was quite certain that if he did not receive payment for the goods supplied to both, he would continue to supply them to neither. The department might be supplying water to the hon. member at his house, but if he refused to pay for water on other property he held, surely it was only right that he should not be granted facilities for getting water where he wanted it. If a man did not pay the rate struck on vacant land or an empty house, then he should not complain if the water were cut off from the house which he occupied and which he desired should be served with the supply. If a man were in default on a property he owned, the Minister would be quite justified in bringing to bear pressure on the property he occupied; that was only a reasonable method of procedure.

Mr. Collier: Otherwise he need not pay at all.

The MINISTER FOR WORKS: Exactly. The owner might refuse to pay on his unoccupied property. The State incurred a large expenditure for the benefit of the people, and the rate struct had to cover the interest and sinking fund and working expenses, and whether the property was vacant or not the expenses went on just the same. If

a man only paid on the property he occupied there would be a huge deficit.

Mr. Angwin: And it would mean increased rates on those who would pay.

The MINISTER FOR WORKS: It was to be hoped the Committee would not endorse the opinion of the member for Murray, but would allow the clause to pass as printed.

Mr. DRAPER moved an amendment—

That in Subclause 3 the words "or supplied to the person on whom such demand is made in respect of any other land owned or occupied by him when supplied" be struck out.

There was plenty of remedies afforded to the department in connection with the recovery of unpaid rates, and the proposal to cut off a supply should not be exercised except as a last resort. It was frequently exercised now, with the result that the gravest hardship was inflicted upon the inhabitants. There was no reason why any addition to the remedies given in the first portion of the subclause should be provided, and the penalty of cutting off the supply should not be held *in terrorem* over the head of the person in default. It was quite sufficient for the department to be able to sue him, to distrain for the rates, sell the land and take the other remedies provided.

Mr. Angwin: And keep on supplying him with the goods all the time?

Mr. DRAPER: It was not a question of supplying the goods, but of enforcing a remedy by which one could be able to browbeat a person into paying for water whether supplied or not. The force of the remedy was not its justice but its convenience, and the capacity it would give the department to enforce their will upon the inhabitants of the metropolitan district whether they were able to pay or not. That was why the clause was so strongly supported by the Minister. He strongly protested against such an extraordinary remedy for securing the payment of rates being inserted in the Bill. The payment could be made in several other ways not open to the ordinary creditor, and to extend those remedies by giving power to cut off the water supply would inflict a deal of undeserved hardship upon the people in the metropolitan area.

Mr. GEORGE: The Minister for Works had told the Committee that the clause already existed. Would the Minister for Works say where?

The MINISTER FOR WORKS: The hon. member had misunderstood the statement. What already existed was the power to cut off water.

Mr. JOHNSON: Was it to be understood that the property owners of Perth were anxious to escape their just liabilities in regard to water rates? If not, why had the amendment been moved? The water scheme would have to be a paying proposition, and it could never be made to pay if ratepayers were to be allowed to escape their just obligations. Again, the rate was fixed on the assumption that everybody would pay, and if the escape of a certain percentage from the payment of the rate was to be contemplated, then the rate would have to be raised to compensate those defections. The clause as printed was a fair clause for an honest man.

Mr. BATH: At the risk of being called a dishonest man he was inclined to agree with the amendment. He knew of an instance in Subiaco in which a tenant, convinced that she owed the board nothing, had moved into a house in respect to which the water rate had been paid; but the board, declaring that she was in debt to them for certain rates, cut off the water from her new abode for which the rates had already been paid. It seemed to him a case of gross injustice, in the light of which the amendment was most desirable.

The MINISTER FOR WORKS: A section in the Act of 1896 was almost identical with the clause under consideration.

Mr. George: Was not that Act repealed by the 1904 Act?

The MINISTER FOR WORKS: That was so but, as the hon. member was well aware, the 1904 Act had not come into force until the early part of this year. It was only now that it was being revised for the first time. The Act of 1896 was the parent Act.

Mr. Bath: The instance to which I referred took place under regulations made under that Act.

The MINISTER FOR WORKS: Surely the board should have the power to follow up a defaulting consumer.

Mr. Bath: But it is the owner who suffers.

The MINISTER FOR WORKS: In the instance quoted by the hon. member it was distinctly the tenant who had suffered. There was another clause in the Bill giving the tenant every protection in the case of injustice. All the tenant had to do was to pay, and deduct the amount from the rent.

Mr. WALKER: It would be remembered that owing to the maladministration of an officer of the board certain consumers, who had actually paid their rates, had had their supplies cut off, because the officer referred to had not credited their payments in the departmental books.

The Minister for Works: That might happen in any case.

Mr. WALKER: The question was, why give power to take such drastic steps, seeing that mistakes might occur at any time?

The Honorary Minister: If it were a mistake the consumer would have recourse against the Minister.

Mr. WALKER: That was so, but why put the tenant to the expense of an action against a department guarded at every turn? Why hold the pistol to the head when the department had so many other ways of collecting its dues?

The Minister for Works: To save litigation and expense.

Mr. WALKER: Undoubtedly a club, if swung over another man's head would be likely to save litigation and induce the man threatened to come to the way of thinking of the man with the club. Let there be a little justice to landlords and occupiers, because they would suffer. As we improved the Act of 1904 by the Act of 1906 we should not go back, but should have some consideration for those citizens although they were debtors of the Crown.

The HONORARY MINISTER: One would imagine after hearing the remarks of some members that it had been a practice to put this power into operation on every occasion. There were many thousands of services in the metropolitan area, and it could be conclusively shown that this power was only used on very few occasions, and then only against those individuals who had been determined at all costs to get at the Government. When a Minister had to estimate the rate, he made a close calculation as to what the expenditure for the year would be, and what rate would cover it; and he must have power to deal with those people who try to dodge every legitimate obligation.

Mr. Draper: Suppose they are unable to pay; what then?

The HONORARY MINISTER: One could not always believe this constant cry of people being unable to pay. During the three years and a few months in which he was in the Public Works Department, if a man came forward and showed that he did not want to dodge his obligation, and would pay by reasonable instalments, the offer was never refused. This power was only put in operation against those who were trying to do the department.

Mr. George: I do not think there are half-a-dozen people in Perth who are trying to do the Government.

The HONORARY MINISTER: When the hon. member was controlling a Government department, he did not believe in credit, but it was a different thing when a man was pinched by the Water Department. This power was always used with discretion, and it was not to be anticipated that when a man forgot or omitted to pay his rates the power would be put in operation. During the last four years there had not been a case where a debtor had gone to the department and represented that he was hard up and not in a position to pay that he was not given grace and allowed a reasonable amount of time to meet the obligation. We had to recollect those who did pay their way.

Mr. GEORGE: One would think after the remarks of the Honorary Minister that the member for Guildford and himself (Mr. George) represented those who wished to avoid payment of their rates, but he (Mr. George) was speaking for people who never tried to shirk their responsibilities; and if the member for Fremantle could say the same thing he would have a clear conscience. It was

not a question of attempting on his part to assist men who were not honestly trying to meet their obligations; he had never tried to plead for those who tried to evade their just debts. When he was a civil servant he had to make people be decent who were indecent.

Mr. Angwin: That is what this provision is for.

Mr. GEORGE: A man might own a number of small properties, from which he derived his income, and he might owe to the Waterworks Board £12 on that property: he might have £8 which he would pay, but not having the remaining £4 could not pay it. The Minister asked the Committee to give power to cut off the water from those houses on which the rate was still owing. The Minister would have a man expose his poverty to the clerk at the counter, but that should not be. He (Mr. George) had not been trying to assist a man to escape his obligations. There were men who were honestly desirous of meeting their obligations, but who could not do so because their incomes would not allow it. The Bill gave a lien on the property for water rates, therefore why go in for this drastic power. The province of the Government was to do that which was right in the interests of the State, but it was not right for the Government in carrying out what they thought was right in the interests of the State to deprive a minority of their means of livelihood, or a portion of it. The Minister had compared the waterworks with a huge concern like the railways, but the Minister must remember that when the Railway Department parted with goods which had been carried there was nothing on which to secure payment for the work performed. He (Mr. George) was not ashamed of any action which he had taken when he was connected with the Railway Department. He found £17,000 owing to the State by people who were well able to pay, and he had made them pay, and thereby incurred the hostility of the friends of those persons whom he had made pay up. There were dozens of cases at the present time where people who were quite honest and willing to pay were unable to pay even the interest on their mortgages, let alone their rates. To give the power proposed to a Minister or to a board or to anyone would be giving a power which would be against liberty, right, and justice.

Mr. ANGWIN: Was the hon. member aware that the rate notices were often made out in the name of the occupier and it was the occupier who was supplied with the water and who was responsible for the water rate? It did not affect the owner, it affected the occupier entirely. Unless those who were controlling the scheme had a clause such as the one which was in the Bill to work upon, it would be necessary to increase the water rate. It would be even better for the landlord to have the water cut off rather than go to law. If a person endeavoured to escape his liability by removing to another place, the authorities should have the right to say that he would first have to pay what he owed before they supplied him further. There was no doubt that this lever which was supplied to the department was a very good one. It might be said that sometimes it was used harshly, but if a person placed a case of hardship before the authorities, the water would certainly not be cut off. The rates for water supplied must be paid, and it seemed that it was the person who occupied vacant land and enjoyed the unearned increment who was the person who was kicking up a row about the matter. The Minister should not agree to have the suggested alteration made. The clause was a wise one and if properly administered would be the means of getting in more water rates than had been the case in the past.

Mr. DRAPER: The whole point was what necessity was there, if the Minister conscientiously did his duty in taking proper steps to collect rates, to cut off the water from land in respect of which a rate was not owing. The safeguards in the Act of 1904 had proved quite sufficient. The authorities could cut off water from any property where the rates were owing and they could sue if necessary, and if they did not recover, which would be very improbable, they could

even lease the land and eventually sell it. That should be sufficient to enable anybody, if they carried out their duties conscientiously, to get in the rates. There was only one case in which the rates would not be paid and that was the case of a person who as pointed out by the member for Murray would be unable to pay.

The MINISTER FOR WORKS: The power contained in the clause had been enjoyed by the department for thirteen years, and it was only during the last six months that it had been taken away. It had been found by the department that it was a very necessary power to have, not only in the interests of the department itself, but to avoid a lot of needless litigation, and it was also in the interests of the tenants themselves. Of the people who forgot or neglected to pay their account, there was not one in a hundred who would not rather have the water cut off than be called to appear in the police court in reply to a summons. It had been found to work very beneficially for the past thirteen years, and the Committee would be acting unwisely to strike out as suggested, a portion of the clause. It was not intended that the burden should be cast upon innocent shoulders. The occupier was the person who was responsible. If a man failed to pay his rates upon some property that he owned elsewhere—vacant land if hon. members liked—it was just that this man should be forced to pay those rates. It was not intended to penalise the owner.

Mr. Walker: It does that.

The MINISTER FOR WORKS: If the clause did that it could be amended. It could be made clearer by providing that the occupier of the land who refused or neglected to pay should suffer.

Mr. BATH: One landlord entered into an agreement with the tenant by which the landlord was to pay the water rates, but neglected to do so, and the tenant was followed from the house she occupied to another house, and the department cut off the water at the new house, thus causing injury to an owner who had paid all the rates for that house. It was not fair that the owner of one house should suffer because the owner of another house failed to keep his bargain.

Mr. OSBORN: The matter could be got over by substituting the word "owner" wherever "occupier" occurred. Only the owner should be held liable, and then any duplication of liability would be done away with. The owner would be protected. Knowing his liability he would take the precaution to fix the rent so as to cover all rates, and the attention of the authorities would be confined to owners, and the officers would not be continually chasing up occupiers and cutting off water. In regard to excess water, the owner should not be penalised for any water the tenant chose to contract for, and the department should take a purely business risk in dealing with the occupier.

The Attorney General: Would you allow cutting off water in case the excess water is not paid for?

Mr. OSBORN: That was very reasonable. There was no great hardship in giving authority to the department to cut off water in respect to properties occupied and on which rates were unpaid, because where rates were unpaid it was only reasonable the department should have the facility for collecting them; but the occupier should not come into the question; in every case the owner should be dealt with. It was an advantage to give the department more protection than an ordinary business firm. In municipal matters the threat of disenfranchising electors had a tendency to make people pay their rates, and a provision such as this for cutting off water would have the same effect. There were stubborn people who would prefer to put the board to the expense of issuing summonses before paying up.

(Sitting suspended from 6.15 to 7.30 p.m.)

Mr. OSBORN: Many members appeared to be in favour of making the occupier liable for water rates. Certainly, these rates were different from the general rates or sewerage rates, where there would be a fixed amount per annum. A person occupying premises might use excess water, for which the occupier for

the time being would be charged. That was all very well provided the occupier in every case paid for the excess water, but it might occur that the occupier, after using a considerable quantity of excess water, would leave the place and remove to other premises. If it were in the same water area then his supply could be cut off owing to his default, but if he went to a district where there was no water area the remedy against him ceased, and the Government would return to the owner who was responsible for the payment of the excess water. The owner, therefore, did not escape liability. The clause needed alteration. The rates would only be collected twice a year, and it would be possible for excess water to be used for four or five months without the owner's knowledge, and his first intimation would be by the cutting off of the supply for the non-payment of rates. His only remedy against the occupier would then be in a court of law, and from that source he could expect to gain but little. The position might be improved if the meters were read monthly and accounts rendered monthly to the owner. The latter would then be in some measure protected against the occupier using a large quantity of excess water without any intention to pay for it. It would really protect the owner if he were made liable for the rates.

Mr. Angwin: What about the cost of an increased staff?

Mr. OSBORN: That would not amount to much. The position with regard to manufacturers was not so difficult, for all knew that such people met their liabilities much more punctually than small occupiers did. The latter were able to move repeatedly without any trouble, and the owners were liable to be proceeded against for the default. With regard to the objections urged by the members for Murray and East Perth, there need be little fear in that respect, for although in many Acts such drastic remedies were provided for, still it was but very seldom, and only in extreme cases, that they were carried into effect. Serious objections were frequently anticipated with regard to new legislation which were swept away on the bringing into force of that legislation. With regard to the clause generally, it was necessary that provision should be made for the owner to be better protected on the question of excess water.

Mr. DRAPER: It must be obvious that the clause was not perfect. It was desired by the Committee to get the clause drafted in such a form that it would not only be fair to all persons concerned but also become workable. If the Minister would undertake to recommit the clause he would withdraw his amendment, as assuredly on further consideration something would be devised to meet the views of all members, and particularly of the metropolitan members. A suggestion had been made to delete the word "person" in subclause 3, and insert the word "occupier" in lieu. That did not go far enough, as the effect would be that if the occupier refused or neglected after demand to pay all rates and moneys due and payable by him to the board for water supplied to the land, or to any other land which he occupied or was the owner of, there would still be the difficulty that a man would take the premises and would be the occupier. Prior to coming into occupation there might be rates due for water supplied to a previous occupier. In consequence of these rates being due for water supplied to a previous occupier, the new occupier would be liable to have the water cut off. It was the duty of the Committee to protect persons who took premises from any risk of having the water cut off, because the rates had not been paid for water which had not been supplied to them, but had been supplied to somebody else. If the Minister would only alter the clause so as to eliminate the risk which had been suggested it would be a reasonable compromise. If the Minister could not do that he should recommit the clause and then the Committee could arrive at something which would be satisfactory.

The MINISTER FOR WORKS: The clause had been discussed very freely, and there could be no advantage in recommitting it so that it might be discussed once more. The danger which the hon. member spoke of was not apparent. No occupier of premises would be liable to have the water cut off because some

previous tenant had fallen into arrears in connection with the payment of rates. If such a thing happened it would be found out before the occupier left the premises. At the same time any person going into a house must make inquiries to see that the rates were paid, otherwise he would be liable. It might be possible to tie the clause down to the occupier for the time being by adding words to that effect. If the hon. member would withdraw his amendment for the time being these words might be added.

Mr. Angwin: Why not leave the clause as it is.

Amendment negatived; clause put and passed.

Clauses 63 to 78—agreed to.

Clause 79—Owners and occupiers to make drains to public sewers:

Mr. JOHNSON moved an amendment—

That in line three the words "or occupier" be struck out.

This was a different proposition altogether from the liability of the occupier in connection with water. In the Bill, for some reason best known to themselves, the Government proposed to make the occupier to a large extent responsible for effecting permanent improvements to the owners' property. Why should the occupier be brought into the question at all? The owner of the property was the person who should effect improvements to the property and not the occupier. With regard to the sewerage connections, it was impossible for the occupier to remove them when he desired to leave the premises.

The MINISTER FOR WORKS: The object the hon. member had in view was to saddle the cost of installing the sewerage system to a property on the owner of that property. If that was his object he would find that it already obtained, because in Clause 81 provision was there made "that the cost of providing, laying down, constructing, and fixing in readiness for use such drains and fittings shall, as between the owner and occupier of the land, be payable by the owner, but the occupier under any tenancy existing at the time when such cost was incurred shall, during the continuance of such tenancy, be liable to pay to the owner interest at the rate of eight per centum per annum upon such cost by way of increase of the rent payable by the occupier to the owner." It was necessary that there should be some means of forcing the occupiers of properties to collect from the owner, and that was necessary for the sake of the health of the community, and because it was not always possible to get at the owner. As long as the occupier was protected from any expense he had gone to, that should be ample.

Mr. Johnson: If you cannot get at him, how can the occupier do so?

The MINISTER FOR WORKS: The occupier can keep his rent back.

Mr. Johnson: And how many weeks will it take him?

The MINISTER FOR WORKS: It should not take him many weeks.

Mr. Johnson: It might cost him £100 to connect.

The MINISTER FOR WORKS: If it cost £100 the occupier would be paying probably two or three hundred pounds per annum in rent. In South Australia the system adopted there was much more drastic; they made the occupier absolutely responsible for the payment of half if he had a lease of the property for five years, and the owner paid the other half. In our own case it was absolutely laid down that the liability should be that of the owner. In Melbourne and Sydney the connections were a liability of the owner, and they went further than we did inasmuch as they made the occupier responsible for repairs to connections. In the Bill before the Committee it was not proposed to do that. It was proposed to make the owner responsible for the repairs.

Mr. Scaddan: On whom do you levy distress in the event of not being paid? The occupier of course.

The MINISTER FOR WORKS: Distress on the property.

Mr. Scaddan: You distress on the occupiers' goods and chattels first.

The MINISTER FOR WORKS: That was hardly probable. Moreover the rent the occupier would withhold would in

99 out of every 100 cases exceed his payments, and besides he was going to get the benefit of the connections. The benefit would certainly be derived by the occupier. The occupier would be relieved of sanitary rates, and he should be responsible for the connections. The occupier could then transfer that responsibility to the landlord and would be asked to pay an increased rent at the rate of 8 per cent.: 5 per cent. being the proper rate of interest on outlay and 3 per cent. on depreciation.

Mr. George: Do you think anybody will pay it?

The MINISTER FOR WORKS: That was hardly to be doubted. Three per cent. was not too much for the depreciation which would certainly take place. The Government were offering very much better terms than were allowed in South Australia. It was necessary that the Government should have the right to fix the occupier for the time being with the responsibility of the connections. As the occupier was used for the payment of rates and taxes, so he was to be used in this case; but on the other hand he was absolutely safeguarded against the owner.

Mr. Collier: The Bill does not give the occupier power to recover.

The MINISTER FOR WORKS: In Clause 188 the occupier had full power as against the owner. All the occupier had to do was to stop paying his rent.

Mr. SCADDAN: The Honorary Minister had been in charge of a similar measure last session when he had told the Committee that he particularly desired the words "or occupier" to remain in the clause because those words assisted the department in squeezing the owner. That was the milk in the cocoanut. But why put the occupier to the expense and trouble of squeezing the owner when the department could do it just as well? The question of paying the rate was totally different from that of paying for the installation. The occupier received the benefit from the services for which the rate was paid; but the owner received the benefit from the installation, which improved the value of his property. The probability was that the occupier would be called upon to pay an increased rent as the result of the connection. Clause 80 provided that in the event of the owner and occupier not proceeding with the installation the department might step in, make the necessary connection and recover the full amount of the cost. And the method of recovering from the occupier was by distress. In other words, the tenant could be sold up for the cost of the connection to another man's property which he might be leaving at any moment. As for extending the payment over three years there were not many tenants who remained in one property for so long a term.

The Minister for Works: The average cost will only be £12 or £14.

Mr. SCADDAN: Even so, he desired to speak on behalf of those earning 8s. a day.

The Minister for Works: How much rent do they pay?

Mr. SCADDAN: Such wage earners paid from 8s. to 15s. a week in rent. Many of them were not in constant employment and found it necessary to move about according to where their employment might be for the time being. The tenant should not be made the buffet between the department and the owner. Why should the tenant be used in this way?

The Minister for Works: Because the tenant is getting the advantage of the fittings.

Mr. SCADDAN: The tenant would be paying in rates for that, while the owner was obtaining an increased value of property by the connection.

The Honorary Minister: The weekly tenant does not pay rates.

Mr. SCADDAN: In many cases he did, and in respect to these connections he certainly would have to do so. That being so, he (Mr. Scaddan) objected to the tenant being called upon to pay for a connection which would improve another man's property. The difficulty could be overcome by allowing the occupier to pay the rent to the department and get a receipt in full as each payment was made as a set-off against the rent to the owner. But where a clause provided that distress could be levied on the goods and chattels of a tenant to recoup the department for

an outlay in adding to the value of the property of the owner it should meet with the fullest opposition. We should protect a class of tenant that apparently the Minister for Works had no sympathy for.

The Minister for Works: That is absolutely wrong.

Mr. SCADDAN: We should protect the man who had to move about where work could be obtained, and unless the Minister agreed to give this protection he (Mr. Scaddan) would continue to oppose the clause.

The HONORARY MINISTER: The administration of the law would be in the hands of men who would deal with it with discretion. Sometimes occupiers acted in collusion with owners in order to allow the owners to escape an equitable rating of their properties. The strenuous powers placed in the hands of the department were only there to deal with exceptional circumstances. One would imagine that it would take three years to pay for the fittings in a small house; but Clause 188 distinctly provided that the cost could be set off against the rent. For a small four-roomed house the maximum estimated cost of the fittings was £8, while the £12 already mentioned was the average cost. That £8 could be stopped off the rent in 16 weeks if the occupier paid 10s. a week. It was extremely unlikely the occupier would be proceeded against where the owner was well known, or where there was no difficulty in getting at the owner, but there were many owners outside the State it was difficult to get at. In regard to his (the Minister's) remarks quoted by the member for Ivanhoe, those remarks were made in Committee, and Committee proceedings were abbreviated in the records. His impression was that where we could not get at the owner, if necessary we should press the occupier; but the provision would be handled by reasonable men. If we could not get at the owner we could fairly get at the occupier, because the occupier had the right to recoup himself. It was not an outrageous principle; it existed in all our municipal laws.

Mr. BOLTON: There was objection to the attention shown by the Government not so much to the landlord but to the absentee landlord. What would be the position if the owner could not be found and the occupier only occupied the premises for a month after the fittings were put in? We were led by inference to believe that the new tenant could stop the cost of the fittings from the rent, but what would happen if the place remained unoccupied for four years, as might well happen? Was the occupier at the time of the installation to be responsible for the whole amount?

The Minister for Works: The occupier is only responsible during the time of his occupancy.

Mr. BOLTON: It would be possible under the clause to pursue the late tenant to his new residence to recover the cost of the installation in the old premises, though in those old premises the occupier had the use of the fittings for a month only. What solace to the occupier would it be to allow him three years in which to make the payments? An explanation was necessary in this regard. The unoccupied house appeared to be the most serious point at issue. What provision was to be made when the owner of the unoccupied house could not be found?

Mr. BATH: The Honorary Minister said that if the cost of installing the fittings for a small place only amounted to £8, that would mean that a tenant would only have to withhold the rent for 10 weeks from the owner in order to recover the cost. Why should any tenant, who is not forced to be responsible, be converted into an unpaid rate collector for the Government? The tenant could be made to pay the cost of the installations, but even if he could recover by withholding the rent from the landlord, he had to pay out a lump sum up to, say, £20, and that would mean a very considerable item to many men; in fact, to some, more than they could pay. The fittings represented a great addition to the value of the property of the owner. The obvious course for the Government to take was to secure the cost from the owner. Even if the occupier got the money back from the owner he would not be recouped for the loss of time and trouble he had incurred;

in addition, the occupier might go to another place.

The Minister for Works: If a man left the place he would not be liable any longer.

Mr. BATH: The position was this, that if a man paid the money and left sometime afterwards before he got the money from the owner, it might be, as he had no rent to deduct the sum from, that he would never be able to get it out of the owner. The Government should have the sole redress against the proper person, that was the man to whose property they imparted an extra value, the owner. The Honorary Minister said there were many powers in Bills which, if administered literally, would result, perhaps, in hardship or even injustice, but that those charged with the administration were presumed to have commonsense, and were people exercising discretion in administration. The greatest charge against a Government service of this kind, sewerage, drainage or water supply, was that those administering it were autocratic in their administration, and compelled the consumers to submit to continuous pinpricks and suffering which served to make the State service unpopular. He could quote instances from the Goldfields Water Supply Administration where powers had been exercised in an autocratic fashion, and where occupiers and owners had been harassed. We should make this service popular in the sense that any powers exercised by the Minister were exercised judiciously and with due regard to the interests of the consumers. If we could not do that, and frame provisions by which such could be done, Ministerial or any other control was not going to be popular. There was no justification for the provisions under discussion, for the Government had on their own admission agreed there were already sufficient powers to obtain the cost of the installation from the owner. Why, therefore, should they think it necessary to provide an opportunity for injustice being meted out to the occupier?

Mr. GILL: The member for Guildford was perfectly correct when he said we would penalise the occupier for permanent improvements to the property by passing the clause as it stood. The ex-Minister for Works put the case as concisely as he could when he said the objection was to squeeze the owner. The clause provided an easy method for collecting the cost of the installation. He was not satisfied with the remarks of the Minister for Works that should a tenant leave a house the department would come on the owner for the payment due on the installation. The Act said the owner or the occupier was responsible for the payment and when it was impossible to find the owner the occupier would certainly be called upon to pay. If the occupier left the house then he would be chased all over the country by the Government officials.

The Minister for Works: If the occupier ceased to occupy he was not responsible.

Mr. GILL: The occupier was responsible under several clauses in the Bill. For instance, Clause 126 gave the Government power to chase the occupier all over the State and collect the sewerage rate from him. The Minister was surely inaccurate. The person occupying the place at the time of the installation would be held responsible in the event of the owner being away. Certainly, if the owner were handy and convenient the Government would come on him, but otherwise it was the occupier who would suffer.

Mr. FOULKES: The difficulty said to exist between the owner and occupier had been greatly exaggerated. It had been admitted that the minimum amount to be paid for the connection would be about £8. The Minister had said that the Bill provided for the payment of that sum in instalments running over three years, but he had also added that he had no objection to extending that term. Suppose, for instance, four years were allowed, then payment would have to be made in sums amounting to £2 a year. The occupier would, he took it, be paying that sum at the rate of 10s. a quarter, or about 10d. a week. All the discussion, therefore, was over this sum of 10d. a week.

Mr. Collier: Suppose the man wanted to leave in the meantime.

Mr. FOULKES: Then, in the event of the occupier having been on the premises for one week after the installation had been completed, all he would be called upon to pay would be the 10d. due for that week, and even that sum could be deducted from the rent. All that a tenant would be liable for would amount to 10d. per week, and only as long as he was in the building would the occupier be liable. Hon. members had exaggerated very much this difficulty.

Mr. McDOWALL: There were two ways in which this instalment had to be paid. One was by the payment of a lump sum, and the other payment by instalments extending over a period of three years. Clause 82 dealt with the question of a person desiring to pay by instalments, and an owner or an occupier must make application if he desired to avail himself of those terms. Then the board would enter into an agreement with him. If he entered into an agreement with the occupier extending over three years, and that occupier went elsewhere, unless he was altogether a man of straw that money could be recovered from him wherever he went.

The Minister for Works: Read the subclause.

Mr. McDOWALL: According to the subclause interest had to be paid at the rate of 5 per cent., which made the position even worse. It was possible to come on the owner of a property it was true, and if the man had money and was worth going for he could be followed anywhere. The proper contention was that the landlord should pay this money, and that he should be responsible for it. The man whose property was being improved was indisputably the man who should pay, and what the amendment sought was reasonable. It should be carried and there should be no ambiguity whatever in connection with the clause.

The MINISTER FOR WORKS: In connection with the Adelaide system Section 48 of the Sewerage Act of that State dealing with the laying down, construction, and fixing in readiness for use, etc., provided that the cost should be paid by the occupier or the lessee of the land or premises when held for a term whereof a period of more than five years remained unexpired at the time the cost was incurred. The occupier or the lessee paid the whole of the cost of the installation, and that went to prove that the consideration proposed to be given to the occupier in this State was ten times more liberal than in South Australia. Hon. members were extreme in their views and would surely cripple the administration of the Act. The section of the South Australian Act went on to say that when the unexpired term of the lease was less than five years one moiety only should be payable by the occupier or lessee, and if the occupier or the lessee had paid the full amount he should be entitled to recover one moiety from the owner. That meant that the occupier paid one moiety and he recovered the other half from the owner.

Mr. Taylor: When was that Act passed?

The MINISTER FOR WORKS: It was passed in 1878.

Mr. Taylor: In the landlords' time, when they were ruling thousands in the country.

The MINISTER FOR WORKS: The minds of members of the Opposition should be disabused of the idea that it was the intention of the Government to pursue a tenant for the cost of installing the connections. If it could be shown that the clause would have such an effect, the Government would be only to glad to recommit it and make it perfectly clear that when an occupier left, his liability as far as the connections were concerned absolutely ceased. It was only intended to facilitate collecting from the occupier for the time being his proportion of the cost of making those connections and making him deduct the amount from the rent. That would be put in the agreement. He would be responsible only as long as he occupied the property. The amount in each case would only be a small one, and there would be thousands of accounts to collect. There was no wish to be aggressive to anyone, and certainly there was no desire to be hard on the small householder. It was to be hoped

the Committee would not spoil the Bill by cutting out this provision. If he (the Minister) found it necessary at a later stage to make an amendment of this description he would be quite prepared to put it in.

Mr. SWAN: The amendment was deserving of support. It would be impracticable to hold the occupier responsible for the connections. Many people occupying houses in Perth to-day would be absolutely unable to meet the expense; and even if they were able to meet it it would be unfair to ask them to do so. Whatever passing advantage the occupier might get from the installation the ultimate benefit would lie with the owner. Labourers in the tanning industry in Perth were being paid 6s. 6d. a day; how could these men, as occupiers of houses, be expected to pay the cost of installation of the sewerage connections, even under a system of deferred payments?

Mr. TAYLOR: It mattered little whether the occupier was or was not able to pay for the fittings. The point was that it was absolutely unjust to call upon a tenant to enhance the value of somebody else's property. The cost of such enhancement should fall upon the owner. It would be manifestly unfair to enforce from a temporary occupier payment for permanent improvements to another's property. It was all moonshine for the Minister to talk about the proposed system facilitating the work of the department. It would be unjust to give the Government the power to squeeze the occupier. The fact that the Minister had brought to the support of the provision an Act passed in South Australia 31 years ago was in itself sufficient to condemn the Ministerial proposition.

The Attorney General: The Act gives absolute satisfaction in South Australia, where it has stood the test for 30 years.

Mr. TAYLOR: It was highly probable that amendments had been made to the measure during those 30 years. He questioned whether the original measure was intact in South Australia to-day. And in any case the South Australian Act dealt only with occupiers who had a lease of five years. There were very few such tenants in Perth. The landlord was easily found, and the department should undertake the responsibility of finding him.

The Honorary Minister: The tenant is only liable to the amount of his rent.

Mr. TAYLOR: Why should the tenant be harassed by a departmental officer so that the work of the department should be facilitated? Hon. members knew how far-reaching were the regulations made by the Government in respect to Bills of this sort, and the Committee had no proof that the department would not, under this Bill, frame regulations similar to those in operation in respect to the water supply administration under which considerable hardship had been inflicted upon tenants.

Mr. SCADDAN: The Minister might have quoted some more recent Act than that passed in South Australia in 1878. He (Mr. Scaddan) had taken the trouble to look up an amendment passed in 1884 by which more liberal provisions had been made for the tenant that those provided in the Bill. When quoting from the Act the Minister had omitted to state that it had been amended, though he must have known this. The amendment provided that all tenants who had paid the cost or a moiety of the cost should be entitled to recover such cost from the immediate landlord, and might deduct it from the rent. Immediately after quoting the original section of 1878 the Minister had said that we were more liberal because we provided that the tenant might spread the time over three years. Certainly, in South Australia they did not provide that: but they had provided something better.

The Minister for Works: They provided that the tenant shall pay.

Mr. SCADDAN: There was no mention of tenant in the South Australian amending Act, which provided that where any owner was liable that owner could apply for an agreement to pay for the installation by a system of deferred payments of twelve quarterly instalments with interest. There was no mention of occu-

pier. The owner could make the arrangement and was liable.

The Minister for Works: Just as the owner is liable in our Bill.

Mr. SCADDAN: The Minister for Works was fully aware of that amendment, but thought members of the Committee would not have the time or opportunity to look it up for themselves. Apparently the Minister was in some doubt as to how this and the following clause would operate. The Attorney General even was not prepared to make a statement on the point. The Attorney General would agree that Clause 126, referred to by the member for Claremont, had no bearing, because it settled the proportion to be paid by two tenants during the ratable period. The person liable under this clause was the one on whom the notice was served, and that was the occupier at the time the installations were made. Now the Minister pointed out that in the event of this person leaving the premises the incoming tenant became liable for the remaining portion unpaid. We were told by the Minister that the tenant could easily recoup himself by retaining the rent for 16 weeks. The occupier would be in the position of making an agreement for deferred payments over three years, and recovering from the owner by stopping the rent for 16 weeks. The tenant could live rent free for 16 weeks, make one instalment to the department and then quit the premises. Then who was going to pay the balance of the instalments due to the department? Apparently the department would have to make a second charge on the owner. In that case why not make the first charge on the owner?

The Minister for Works: The tenant can only stop from the rent the amount he pays to the department.

Mr. SCADDAN: How was the absentee owner to know what was paid, and if the department were to inform the absentee owner what instalments were paid they could recover direct from that absentee owner because they would know where to lay their hands on him. The owner and not the tenant should pay for what was a permanent improvement to the premises, yet we were asking the tenant to enter into an agreement to pay for this improvement. The department would not worry about any incoming tenant. If the tenant at the time of the installation entered into an agreement with the department the department would follow that original tenant.

The Attorney General: When the tenancy determines the liability determines.

Mr. SCADDAN: Then the agreement must be in the form of paying only the quota during the term of a tenant's occupancy, and of course the department must fall back on the owner. Why not do it in the first instance?

The Attorney General: It is just as easy for the tenant to pay the sum due to the department directly instead of to the landlord.

Mr. SCADDAN: But if the tenant adopted that course he could make an agreement with the department, deduct the rent from the owner, and then quit, and who then was to be responsible if the tenant could not be followed up? The Attorney General seemed to be in a fog and Ministers evidently needed further legal advice in the matter.

The Honorary Minister: You rush your conundrums out at about 300 words a minute and no one knows what you are driving at.

Mr. SCADDAN: Perhaps it would be as well to put the question in writing and in the meantime we might report progress; but this was a serious matter. The Honorary Minister last session, when Minister for Works, had given assurance that the clauses dealing with occupiers would not be put into operation, otherwise the Bill would not have been passed. The retention of the word "occupier" wherever it appeared must meet with strong opposition.

Mr. ANGWIN: There were some instances in which the occupier would pay for the fittings. In large buildings where the tenants agreed to make alterations or repairs no doubt the occupiers would be liable, and the word "occupier" was necessary in order to relieve the owner of the liability in such a case. In municipal law the words "owner or

occupier" occurred because it was generally recognised that the occupier of the premises was entitled to the franchise; but that dealt with the payment of rates, whereas this clause dealt with work done. One could sympathise with the draftsman who had put in the word "occupier," because in a large number of instances there was great difficulty in getting money from owners for work done by local authorities; but this was the wrong way to go about getting that money. The Government would be able to recover the money in the same way as they would recover sewerage rates. They were to be recovered on lines almost similar to the way in which municipal rates were recovered. There was power after three years to lease the land for a term not exceeding seven years. It would have been far better if the Government had made the owner alone liable, and another clause had been inserted whereby, if the amount were not paid, the Government could collect the rents from the tenants until the debt was liquidated. That would relieve the occupier altogether. There had been a great change in the system whereby the local authorities obtained sums due for rates. Previously to 1906 the local authorities had power to sell property. All they had to do was to advertise it and the experience had been that by using a little bluff the amounts had been paid in a very large number of instances without the land being actually sold. Now, however, leasing power was given to the local authority, and was provided under this Bill. All would realise that it was almost impossible to obtain money owing on such properties, for it was very difficult indeed to lease them.

Mr. JOHNSON: The only argument in favour of the retention of the clause as printed was that the Government desired to keep it, in order that they might recover from the occupier when the owner could not be located. Then it would be said that this was no hardship on the occupier as he had the right to recover from the owner. In other words, the Government said, "We cannot find the owner, but you can recover from the man we cannot find."

The Minister for Mines: Take it out of the rent.

Mr. JOHNSON: If the occupier were placed in such a position that he was able to take the sum out of the rent, then it was clear on the face of it that either the owner or his agent could easily be discovered, and it would be a simple thing for the Government themselves to find out who was the owner, and so proceed against him direct. Evidently, what the Government wanted to do was, as the Leader of the Opposition had said, to appoint the occupier as an honorary collecting agent for the Government. The principle of the clause was wrong, and it did not make it right because it might be in force somewhere else. It was not right to ask the occupier to improve permanently at his own expense a property belonging to someone else. The clause was inserted by the Government evidently with the idea of relieving them of the necessity to harass the owner. It was out of sympathy to the owner that the clause was inserted. The clause provided a distinct hardship to the occupier, and was most unfair.

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

Ayes	19
Noes	20
Majority against ..	1

AYES.

Mr. Angwin	Mr. McDowall
Mr. Bath	Mr. W. Price
Mr. Bolton	Mr. Scaddan
Mr. Collier	Mr. Swan
Mr. Gill	Mr. Taylor
Mr. Heitmann	Mr. Underwood
Mr. Holman	Mr. Walker
Mr. Horan	Mr. Ware
Mr. Hudson	Mr. Troy
Mr. Johnson	*(Teller).*

NOES.

Mr. Brown	Mr. Male
Mr. Butcher	Mr. Mitchell
Mr. Carson	Mr. N. J. Moore
Mr. Davies	Mr. Nanson
Mr. Draper	Mr. Osborn
Mr. Foulkes	Mr. J. Price
Mr. George	Mr. Quinlan
Mr. Gregory	Mr. F. Wilson
Mr. Hardwick	Mr. Gordon
Mr. Jacoby	*(Teller).*
Mr. Layman	

Amendment thus negatived.
The clause put and passed.

[*Mr. Taylor took the Chair.*]

Clause 80—Board may make drains and attach ventilators in default of compliance with orders:

Mr. SCADDAN moved an amendment—

That in line 2 of Subclause 3 the words "or occupier" be struck out.

The clause gave power to the Minister to recover from the occupier as well as from the owner, and like the previous clause, it was provided that the board could recover from him by the like proceeding and with the like remedies, as if such expenses were sewerage rates, the full amount of the expenses of making such drains or fittings, or attaching or connecting such ventilating shafts, pipes, or tubes. In the event of nonpayment, action by distress might follow, and the goods and chattels of the occupier could be sold to meet the expenses. Clause 79 was really not so important as the one now under review, as it only provided for the occupier receiving the notice. The present clause, however, provided that if the owner or the occupier declined to make the connections the department could do the work and levy distress upon the occupier for the cost of it. It would not be the people who had pianos who would be distrained; it would be the people who had sewing machines, and they were the people the Committee desired to protect.

Mr. BATH: The member for Ivanhoe had not pointed out one detail with regard to the Bill, and that was the great injustice that would be done by the operation of the clause. In Subclause 1 it was proposed that the Minister might limit the time in which the owner or occupier would be given an opportunity to pay the amount to make the necessary improvements, and failing that the Minister had the power to do as the member for Ivanhoe pointed out, put in a distress warrant and sell up the goods and chattels for the debt which was not owing by the occupier but which was due by the owner. That would be a very grave injustice, and under the circumstances it could not be understood how anyone could justify making one person pay for a work which was done for another person, and when he failed to do that to have the power to sell up his goods and chattels. Such an injustice should not be perpetrated.

Mr. JOHNSON: In connection with the decision which the Committee had arrived at regarding the previous clause the member for Roebourne ought to be congratulated on his inconsistency. Only an hour before he spoke strongly against the occupier being liable and yet he voted the other way. That showed the extent of the energy of the Government Whip.

The CHAIRMAN: The hon. member was not in order in questioning the vote of the member for Roebourne.

Mr. JOHNSON: There was no intention to question the vote. He was merely congratulating the hon. member for Roebourne on his inconsistency.

The MINISTER FOR WORKS: The Committee having decided that the occupier should be responsible, was the member for Guildford in order in debating the question over again?

The CHAIRMAN: The member for Guildford was in order in discussing the clause.

Mr. JOHNSON: The subclause gave the Government power to distrain on the occupier and recover the amount of expenses incurred in effecting the permanent improvement of an owner's property. The Committee had already discussed the question, and decided that the occupier should be liable to be called upon to effect improvements to the property; but when it was proposed that he should be liable to the extent that he should lose his goods and chattels because he had done something in the nature of a permanent improvement to some one else's property, that was going too far. Although members of the Opposition could not appeal to members on the other side to assist in protecting the occupiers, surely they could be appealed to to see that the occupiers were not sold up because they did not pay for the permanent

improvements to the owner's property. There were a number of members on the Government side who were not following the Bill. Those who were following the Bill would realise the purport of clauses of the description of that under discussion, and would appeal to other members to realise what effect such clauses would have. If hon. members had no respect for an occupier they should respect his goods and chattels.

Mr. ANGWIN: It was to be hoped that the Minister would make some alteration to the clause. The clause which followed provided that the occupier had to pay to the owner interest at the rate of 8 per cent. in connection with the cost of carrying out these works. If a person secured premises after the work had been carried out, he would not only be paying the landlord an increased rent equal to 8 per cent. of the cost of carrying out his work, and if the landlord failed—and it was to be regretted that in connection with municipal government it was often found that a landlord failed and the occupiers of the property became disfranchised on that account—there was a possibility under Subclause 3 of Clause 80 that if the landlord did not pay, even though the occupier had paid that 8 per cent., the occupier would have his goods sold. The Minister surely did not wish to have the power to carry such a thing into effect. There might be a proviso added that the goods and chattels of the occupier should not be sold to meet instalments that might be due.

The MINISTER FOR WORKS: The proper time for making an amendment such as that desired would be when the Committee reached Clause 131 which dealt with distress for rates or water supplied. There could be no reason why the authorities should not have some power to recover money expended on house connections in the same way as they recovered for water supplied and rates due. If the Committee thought otherwise, then the proper time to make the alteration was when Clause 131 was reached.

Mr. COLLIER: It might be justifiable in some cases to go to extremes as set out in Clause 131, but it might not be justifiable to go to such an extent in the clause under discussion. The matter was one which should affect the landlord, and not the tenant. It was as well to turn to Clause 131 to see what powers were given the Government there to recover the costs of the installation of the connections, a cost which should be borne by the landlord. The Government were to be given the power to recover from the occupier money expended in the improvement of the owner's property. He desired to complain of the quality of the information supplied by the Minister to the Committee. The amendment should be carried, for to give a Minister power to sell up a person's goods for the recovery of money for which that person should not be held liable was nothing short of barbarous.

Mr. GILL: The question as decided on the previous clause was altogether different from the one before the Committee. It was wholly unjust to expect the occupier of premises to run the risk he would be running under the clause. The responsibility of payment not only for rates, but for the cost of the installation, was to be thrown upon the occupier. The Committee had no right to give any Minister such power over occupiers. The plain reading of the clause was that the occupier would be liable to the fullest extent. To that extent the clause was objectionable, and should be removed from the Bill. It was only reasonable that the owner of the property should be made responsible for the cost of permanent improvements. If the department could not find the owner was it fair to expect the occupier to find him?

[*Mr. Daglish resumed the Chair.*]

Mr. WALKER: When this clause had been before the Committee in the preceding session the then Minister for Works had given an assurance that there would be no prosecutions of occupiers under the clause. If it had been good to suspend the operation of the clause in that respect for the past 12 months would it not be good to continue such suspension? The Attorney General would well realise that there was nothing so barbarous in connection with our laws as this power to distrain. It was a survival from the days when only land owners had

any rights at all, and when they could seize the chattels possessed by their tenants, and hold them as pledges until their ends were gained. It was more than this, and had worse conditions attached to it; for whilst originally distress was nothing more than a pledge, and the chattels so seized had to be restored upon compliance with the wish of the landlord, these chattels could now be sold and parted with. The tenant could be deprived of them altogether. The old law had been bad enough when administered by landlords; but when it was put into the hands of local bodies and Ministers of the Crown it became still more strikingly tyrannical, because it was to be administered against the shifting portion of the population who did not own the dwellings in which they lived and who were upon the land on sufferance. The tenant had no interest beyond the hour in the dwelling he inhabited, yet when we improved the property of the landlord we went to the tenant and asked him to pay for that improvement to the building in which he merely lived by sufferance on paying rent, and if he could not pay we took from him his bed, the adornments on the wall, his table, and all the little collections that went to make up a home. Was this a right that could even be justly put into the hands of a Minister of the Crown? Surely the Minister could not justify this drastic course of recovery, to take everything a man held dear because the landlord had his property improved? The most innocent occupier might be the one upon whom the distress was levied. By the wording of the distress warrant in the schedule, distress was ordered to be levied in the first place upon the persons being resident on the land and having goods and chattels there, and in case of a change of occupation then upon the goods and chattels of any person who happened to be the occupier in possession of the premises at the time of the execution of the warrant. The person upon whom distress could be levied might have only entered the premises an hour. It was barbarous. The only excuse put forward for it was that it was easier to get at the occupier than at the landlord. What an excuse for an enlightened Government to offer? It was the robber's way of doing business. The time of the Committee would not be lost if by sitting from now until to-morrow we could get these objectionable words removed; because we were not advancing one iota in legislating for the people, we were still under the delusion that all the laws of the country were made by the landlords, we were slavishly imitating the language used in the past when legislation was made by the landlords, we could not get away from the example set in the past, we could not get away from the charms of the dead past. But the time had come to recognise that people living in the houses of others had rights that must be respected. When a distress warrant was put in it was not the house that was attacked, it was the dear belongings of the tenant, the person no benefit was conferred upon, who, perhaps, only came in the previous day and never authorised the contraction of the debt, and who was not a debtor in any sense, at any rate not a willing one. It was barbarism, not civilisation, and there was no justification whatever for it. No humanity could defend such a course, more particularly when it was not necessary, because the debt could be made a charge against the property. We could make the landlord bankrupt, pass his property into the State if necessary; but the tenant, who honestly paid his rent and discharged his obligation in the relation between landlord and tenant, should not be worried. Was it not cruel to worry the tenant for the landlord's deficits? Why should the tenant be annoyed for the landlord's liabilities? Why not make the principle apply all round? Why should not the butcher go to the tenant and say, "Do not pay the landlord your rent this week; he owes me this week's butcher's bill; pay your money to me." Why should there be an exception for the water works board? It was a debt between the board and the landlord, and the parties to the debt should bear the burden of it and have all the worry and trouble of it. A man was not allowed to live in the open but was compelled to live under a roof, and then he was victimised for money owed by his landlord for sewerage pipes.

If he would not pay then there was a distress warrant. In trying to pass a measure of this kind members were reverting to the time when the only people were lords and slaves, and the former alone were considered. The State had the power now to prosecute the owner personally, and if that failed, to come upon his property. The State could not lose if they had the land and buildings, and finally they could attach the person of the landlord. With all these remedies what need to trouble the poor tenant? It was astonishing that those calling themselves liberals, who professed to be the friends of the poorer classes, who had disdained every fashion of so-called class legislation, and who had given out to the public that they were the friends of the poor always, should, at this time of our history, want to collect from the tenant the amounts due from the landlord to the State by selling up the home of the occupier of premises.

Mr. W. PRICE: It was in the natural order of things to see such regard on the part of members opposite for the landlord, and such utter disregard for the occupier. By this clause the landlord would be saved and the tenant victimised. The clause provided that the occupier should be made responsible for the debts of the man to whom he paid for the right to have a roof over his head. How would the member for East Perth reconcile his vote, if he voted against the amendment to the clause? What would become of the thousands of tenants in the East Perth district if they were to be held responsible for debts due to the department by their landlords.

Mr. Jacoby: What about clause 188?

Mr. W. PRICE: The Minister had referred members to a clause previous to that, namely, Clause 131, and that was quite sufficient without going any further. Under that clause the Government could take from the occupier everything he possessed, and if in the course of time he started to get together a little more property, they could take that also. Seldom had such diabolical power been given to any Government as was provided by that clause.

Mr. Collier: They can pursue a man right to his grave.

Mr. W. PRICE: Yes; and could tear the fittings off his coffin. The supineness of members opposite was remarkable when they deemed it unnecessary to consider such an important clause as this one. Some of them were in the Chamber earlier in the evening when the landlord's interests were being discussed, but they did not take the trouble to attend when the interests of the helpless tenants were under consideration. A clause should not be permitted to go through in any Bill which would give a Minister power to hunt and hound a man until he had paid to the department every penny which was due, not by him but by the lucky individual who possessed the land on which the unfortunate tenant had been unfortunate enough to reside. The Committee should not give to the Minister in charge of the department more power than any Shylock held at the present time, and the Committee should protect the individual against the avarice of the average land owner. There was no desire to reflect against this class because they were represented in the Chamber, and they were most estimable gentlemen so long as the other fellow paid their debts, but it was hoped that there would be one at least who would show that he had some sympathy with the worker. It would be interesting to see the member for East Perth in his place and hear his views on the matter.

Mr. Scaddan: He is weeping out in the corridor.

Mr. W. PRICE: We would weep longer when he went before his electors. He was weeping now, but he would wail then. Hon. members should be actuated by a sincere desire to do that which was right, not to any section, but to the whole of the State. The clause placed the tenant absolutely in the landlord's power, and if it was passed, the day would not be far distant when those instrumental in passing it would be sent to their political account, and the result would be their political extinction.

Mr. McDOWALL: The manner proposed was a most scandalous way of recovering rates. It was a very easy thing to look upon this matter as trivial, but women had been known to become almost demented when distress warrants had been issued against their few sticks of furniture by municipalities. Such a procedure should be absolutely abolished, and his intention was to vote against every clause of the Bill which provided for the recovery of rates by distress. The Bill went even beyond any municipal Act in the way of selling property for the recovery of rates. Clause 143 gave power to sell and Clause 149 went beyond any municipal Act. In the course of the debate the member for East Fremantle remarked that the council he represented bluffed the people by advertising their properties for sale, and he was careful to explain that the council did not sell the properties, but that the action was the means of causing the people to pay up. Members would bear him out that that was the argument which had been used. Certainly the argument had been used, and he (Mr. McDowall) had interjected that it was useless doing it under existing Acts for the simple reason that although these Acts gave the power to do all these things, and directed the Registrar to issue a certificate when the sales were effected, yet title obstacles were always thrown in the way. The Minister for Works had provided in Clause 149 that the Registrar of Titles, upon the production to him of any transfers of land subject to the provisions of the Transfer of Land Act of 1893 should register the same, and notwithstanding any provision of the said Act to the contrary the production of the certificate of title should not be required, but that for the purpose of registration, the registrar should, if necessary, make such orders and publish such advertisements as were provided for in the case of dealing with land when the certificate of title was lost. The point he (Mr. McDowall) desired to make was that with the charge upon the land that the clause gave, the necessity for being able to distrain upon the unfortunate occupier was absolutely done away with. He hoped the Minister would see this and weed out clauses of the kind.

Mr. Angwin: What would you do?

Mr. McDOWALL: The member for Swan had referred to Clause 188, which showed that as between the owner and occupier the occupier had the power to recover at law. But why should the occupier be compelled to take action at law against the owner?

Mr. Jacoby: It may be set off against rent.

Mr. McDOWALL: That had already been fully explained many times, and he had no desire to traverse ground already covered. It had been pointed out that with small rents even an amount of £12 would spread itself over a lengthy period.

Mr. Bath: The Minister points out that the department may not be able to find the owner; what chance then has the occupier of finding him?

Mr. McDOWALL: There would be no need to worry about finding the owner; because if it was possible to convey the rent to him it would be equally possible to find him. Clauses 143 to 149 gave the power to sell, and the power to get the title was specially provided. He would compliment the Minister for Works on having made Clause 149 so explicit. He would emphatically protest against distress warrants in every particular. Ample provision was made for collecting these moneys without worrying the unfortunate occupier with distress warrants. He trusted that all provision for distress against the occupier for the cost of connections which should be borne by the landowner would be expunged from the Bill.

The MINISTER FOR WORKS: Notwithstanding the special pleadings of the member for Kanowna, the bellowings of the member for Albany, and the gentle whisperings of the member for Coolgardie, the net result seemed to be that these members desired to make out a case for those who sometimes wilfully avoided paying their just liabilities. By his command of language the member for Kanowna naturally appealed to one's feelings. Yet on going further into the matter one came to the conclusion that, per-

haps, it was overdone, and that possibly, after all there was something to be said in support of the enforcement of a debt justly due. It was necessary that the member for Coolgardie should remember that, perhaps, he himself had on occasions carried his judgments against people who owed him money even to the extreme of distress. While there were many who were unable to pay, it must also be admitted there were more who would take advantage if the power to compel them to pay was not there. A reasonable power to compel them to pay was wanted. In regard to the South Australian amending Act, quoted by the member for Ivanhoe, it was not in his (the Minister's) knowledge at the time he referred to the Act of 1878 that the measure had been amended six years later, but the amending Act pointed out that whoever was responsible for the payment could be distrained on. In the first Act the occupier was made responsible, and under the amending Act it simply said that if the property changed hands the occupier could recover from the owner, but still there was the power of distraint for any money due. There was the same power of distraint for the cost of the fittings as for the sewerage rate. Whoever was responsible could be distrained on. In regard to our own Bill he (the Minister) was not particularly wedded to the "goods and chattels." We might abandon these.

Mr. Hudson: Then you will have to give up distress altogether; you cannot distrain on anything else.

The MINISTER FOR WORKS: We might assume that we had sufficient security on the owner of the property and on the occupier apart from his goods and chattels; that was in regard to rent; and if we inserted the words "other than distress against the goods and chattels of the occupier" in the clause it should meet the case. The clause would then read, "The board may in such case recover from any such owner or occupier by the like proceedings and with the like remedies, other than distress against the goods and chattels of the occupier, as if such expenses were a sewerage rate."

Mr. WALKER: But Clause 131 definitely sets out how the board should recover and there was only one form of recovery provided.

The MINISTER FOR WORKS: That clause could be amended if necessary when it was reached. If the member for Ivanhoe would withdraw his amendment he (the Minister) would move as intimated.

Mr. SCADDAN: The proposal of the Minister could be agreed to. He asked leave to withdraw his amendment.

Amendment by leave withdrawn.

The MINISTER FOR WORKS moved an amendment—

That in Subclause 3, line 3, after "remedies" the following be inserted:—"other than distress against the goods and chattels of the occupier."

Mr. HUDSON: The provision in Clause 133 (complaint or action for rates) must also be considered. It provided for distress under a different procedure.

The CHAIRMAN: The hon. member could bring that up on Clause 133.

Mr. HUDSON: The point was that under the Bill there was provided another remedy which admitted distress for rates and inferentially applied to this clause.

The CHAIRMAN: Subsequent clauses might have a bearing on a clause of the Bill, but could have no bearing on any amendment proposed in any prior clause.

Mr. HUDSON: In this clause there seemed to exist powers described and made applicable by subsequent clauses, and if we passed the present clause, without taking into consideration the subsequent ones, we would pass something in the dark.

Amendment put and passed.

Mr. HUDSON: Would the Minister add to the clause "and the remedy provided by Clause 133"?

The MINISTER FOR WORKS: There seemed to be no necessity for the further words. The object of the amendment was to preclude the distress against the occupier for the cost of making sewerage connections. The other clause mentioned dealt with distress for rates, and could be discussed when reached.

Clause as amended agreed to.

Progress reported.

House adjourned at 11.13 p.m.